The Solicitors Journal.

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CURRENT TOPICS.

WE ANNOUNCED, some weeks ago, that the issue of a new scale of solicitors' costs in bankruptcy might be anticipated. Some of the steps which have been taken in the matter will be found stated in a passage from the report of the Nottingham Law Society, which is printed elsewhere.

ON TUESDAY Mr. Justice PEARSON stated that he had nearly disposed of the non-witness actions (including originating summonses) which appeared in the printed list at the commencement of the present sittings, and gave notice that, as soon as he had done so, he intended to proceed with further considerations, adjourned summonses, and witness actions. We understand that the learned judge will proceed next week to take the ordinary adjourned summonses, and on Monday, the 23rd inst., will begin with his list of witness actions.

REFERRING TO our remarks on the case of *In re Violet Tweedy* (*ante*, p. 93) and the section of the Judicature Act, 1884, to which we drew attention, and which appeared to have been altogether overlooked when that case was before BACON, V.C., we learn that the Court of Appeal have, in accordance with that section, directed an application to be made at chambers for the purpose of vesting in new trustees Government stock. It will be remembered that the Bank of England objected to act on such an order made at chambers.

THERE ARE LIKELY to be not a few aspirants to the post of City Solicitor, vacated by the death of Sir THOMAS NELSON. The salary of £2,000 a year enjoyed by its late occupant is attractive, and, over and above this, the office, though not so ancient as some others in the corporation, is one of considerable responsibility and importance. It appears that in early times, when the bulk, both of litigation and of the City coffers, was comparatively small, the town clerk acted as solicitor to the corporation, but for a long time the offices have been severed. The duties of the City Solicitor are described as being to conduct all proceedings in any court in which the corporation are interested, and to transact such other general business as may be directed by the Courts of Aldermen and Common Council.

MR. HANTLER, the superintendent of the Royal Courts of Justice, received last week a notice in writing from an anonymous correspondent, stating that between eight o'clock on Saturday and eight o'clock on Wednesday the building would be blown up. After the receipt of this notice justice was administered in the midst of some trepidation, notwithstanding the special precautions which have been taken. Twenty policemen and twenty detectives in plain clothes are stationed at the entrances, and several members of the Irish Constabulary are placed in various parts of the building. The ordinary staff of attendants are also employed in watching the interior, and regulations are adopted intended to insure the most complete supervision of frequenters of the courts. The result of these precautions has been to occasion considerable inconvenience to learned and inoffensive law reporters, whose aspect has been considered eminently suspicious, but not to obtain the safety of property. One of the detectives, who was on the look out for reporters and other dangerous characters, imprudently deposited his umbrella in a corner, and still more imprudently turned his back upon it, and when he came to look for the umbrella it had disappeared.

IT APPEARS TO BE not unlikely that an effort will be made to induce Parliament to expedite the registration of voters for the present year, in order that the Franchise Act and Redistribution Bill, when passed, may come into operation earlier than was at first contemplated. There is, no doubt, an important precedent to be found in the Parliamentary Registration Act, 1868. By this statute, which was passed for the purpose of hastening the operation of the Representation of the People Act, 1867, a number of extraordinary provisions were made applicable to the registration for the year 1868, and to that registration only. Amongst them was a section largely increasing the number of revising barristers —which was raised from eighty-five to 132; a section providing for the completion of the register on or before the 1st, instead of on or before the 30th, of November; and an enactment (section 7) that, in boroughs, the revising barrister might conduct the revision as he might think most conducive to despatch.

IN THE *Stirling Crawfurd Will case*, before the First Division of the Scottish Court of Session this week, one of the codicils which it was sought to have set aside had the testator's name affixed by means of a stamp. It was stated that, on account of the illegibility of his handwriting, the testator had been in the habit, for several years before his death, of affixing his signature to documents by means of a brass stamp. The court is reported to have held that the codicil was invalid in consequence of the name having been stamped instead of written. Our own law is less severe. In *Jenkyns* v. *Gaisford* (11 W. R. 854, 3 Sw. & T. 93), a testator directed a person to sign a codicil by stamping at the end of it the testator's name with a stamp which bore a *facsimile* of his signature, and which stamp the testator, for some months previously, had been accustomed to use for his signature to documents. Sir C. CRESSWELL held that the codicil was duly executed. It is, indeed, difficult to see how the validity of a stamped name could be denied consistently with the cases which have clearly settled that the mark of a testator is a sufficient signature. How can it matter whether the mark is made by a pen or by a stick or by a stamp, so long as the mark is intended to stand for and to represent the signature of the testator?

IT WILL BE SEEN, from the report of a case of *In re Moody* to *Yates*, given elsewhere, that Mr. Justice CHITTY has held that, since section 3, sub-section (4), of the Conveyancing Act, 1881, speaks of "the receipt for the last *payment* due for rent," the implied condition provided by that sub-section is inapplicable to the sale of leaseholds held at a peppercorn rent. Such a rent, the learned judge says, is "rendered," and not "paid"; the word "payment" having reference only to the payment of money. With all our unfeigned respect for the opinion of Mr. Justice CHITTY, we cannot help thinking that this is a somewhat slender and unstable ground of decision. There is SHAKESPEARE's authority for the statement that "love, fair looks and true obedience" may be "payment," and not only colloquially but in statutes the word "payment" is used in reference to payments which are not necessarily money. Thus the Copyhold Act, 1841 (4 & 5 Vict. c. 35), s. 36, provides that "the lands of the said manor shall be absolutely discharged from the *payment* of all the lord's . . . heriots." Considering that "rent" is defined in section 2 (ix.) of the Conveyancing Act, 1881, as including "yearly or other rent, toll, *duty, royalty, or other reservation*," it seems to us that the words in section 3, sub-section (4), "payment due for rent," ought to receive a correspondingly wide interpretation.

THE CASE of the person who was consigned to prison as a criminal lunatic after a grand jury had found a true bill against

him for murder has continued to engage public attention, more especially as it appears that the certificate under which the removal of the prisoner took place was technically deficient as being signed by an Assistant Under-Secretary of State, and not by an Under-Secretary of State, as authorized by the Criminal Lunatics Act, 1884. It should be pointed out that if the lunacy be only temporary, the prisoner may be relegated to the ordinary jurisdiction of the criminal law. The 3rd section of the statute expressly provides that, "where it is certified by two legally qualified medical practitioners that a person being a criminal lunatic (not being a person with respect to whom a special verdict has been returned, that he was guilty of the act charged against him, but was insane when he committed the act) is sane, a Secretary of State, if satisfied that it is proper to do so, may, by warrant, direct such person to be remitted to prison, to be dealt with according to law." This section vests an absolutely discretionary power in the Secretary of State, with whom, according to the letter of the law, it rests whether a person sane at the time of committing an offence and afterwards, except for a short interval just after committal, shall be tried by a jury or not. We cannot think this state of the law very satisfactory.

Mr. Ince's proposed Bill for the relief of trustees, though it will doubtless be of considerable utility, only partially meets the difficulties which have been raised in recent cases. Both in *Fry* v. *Tapson* (32 W. R. 113) and *Hoey* v. *Green* (*ante*, p. 131) it was considered that trustees had acted imprudently in employing a London surveyor to value the houses on which they proposed to advance a loan. Of course, the same principle applies to other kinds of property on the security of which persons in a fiduciary position propose to invest trust funds. There is, no doubt, a good deal to be said for the employment of a local surveyor, who may be supposed to be able to arrive at a nearer approximation to the value of the property than a London surveyor, both from his acquaintance with the "general run" of prices in the neighbourhood, and also from the likelihood that he will be better able to ascertain the probability of changes in the condition of the neighbourhood, and other local circumstances affecting value, than any stranger can do. On the other hand, it is very difficult for trustees, whether with or without the aid of their solicitor, to choose a surveyor in a district with which they are not well acquainted. Many persons would prefer, when buying property or lending money upon it, to send down some surveyor of whose intelligence and probity they are convinced rather than trust a local surveyor, who may be a stranger to them, and who may, perchance, have frequent business transactions with the mortgagor. We think the better rule would be to leave trustees free to choose their surveyor, and we should not be sorry to see a clause added to Mr. Ince's Bill restoring the doctrine of the court as it existed before *Budge* v. *Gummow* (20 W. R. 1022, L. R. 7 Ch. 719). Another amendment of the law which might conveniently be comprised in the proposed Bill is to give a definite authority to trustees to lend money on leasehold securities without investigating the lessor's title. The provisions of the Vendor and Purchaser Act, 1874, s. 2, and the Conveyancing Act, 1881, s. 3, of course only apply to purchases. The power we suggest is always given in well-drawn instruments, where it is intended that investments shall be made upon leasehold security.

In two cases before the Court of Appeal, No. 2, on Wednesday, the counsel for the appellant were not present when the appeal was called on in its turn, and no one was prepared to go on with the subsequent cases. In both cases it was stated to the court that the counsel for the appellant were actually engaged in addressing other courts, but the court refused to listen to this excuse or to postpone the hearing of the appeal. In one of the cases the respondent's counsel did not ask for the dismissal of the appeal, and the court, therefore, only struck it out of the list, the result being that it must go to the bottom of the list of appeals. As it was an interlocutory appeal, and the interlocutory list is not now a long one, a comparatively short delay will be occasioned; but, if the appeal had been in the final list, the result might have been a delay of a year in the hearing. In the other case the respondent's counsel said that, as his client was not in court, he felt it his duty to ask for the dismissal of the appeal, with costs, and the court made an order to that effect. At a later period of the day, on the application of the appellant's counsel, who had no leader, and who explained that he was actually addressing the other Court of Appeal at the moment when the case was called on, the court, with some reluctance (the respondent's counsel offering no opposition) consented to restore the appeal at the bottom of the interlocutory list. But they intimated that this was an indulgence which must not be treated as a precedent. And they said that it was very important to prevent the waste of public time which might result if the court should be compelled to rise at an early hour because counsel were not present to go on with their appeals. This somewhat novel practice will render more difficult than ever the discharge of the duty of counsel. It is practically impossible to prevent cases in different branches of the court from sometimes coming on at the same time, and either two counsel must be retained in every case or counsel must always have a friend at hand who is prepared to conduct his case for him in his absence. The former remedy would not always be sufficient, for, as actually happened in one of the cases on Wednesday, both the counsel for the appellant were, when the case was called on, actually speaking in other courts. At any rate, it appears to be a singular measure of justice to dismiss an appellant's appeal with costs when it is known that he has instructed counsel to appear on his behalf, and that his counsel are, by a mere accident, detained elsewhere.

An important point relating to the conduct of meetings of shareholders of public companies was decided by Mr. Justice Kay, on the 6th inst., in *In re Chillington Iron Company* (reported elsewhere). A meeting of shareholders had taken place for the purpose of discussing a resolution for a voluntary winding up of the company. Upon the passing of the resolution a poll was immediately demanded in the prescribed manner, and, by the direction of the chairman, was taken at once. It was contended that the poll was illegally held, and that the chairman ought to have adjourned the taking of the poll to some future day. On the authority of *Reg.* v. *D'Oyley* (12 A. & E. 139), the judge decided that in such a case the poll might be taken at once. The *dicta* of Jessel, M.R., and Brett, L.J., in *In re Horbury Bridge, &c., Company* (L. R. 11 Ch. D., at p. 114) had given rise to the notion that if a poll is demanded the chairman cannot direct it to be taken then and there. But in *In re Phœnix Electric, &c., Company* (31 W. R. 398), Fry, J., held that a poll demanded at the proper time, and taken immediately afterwards, was valid. To decide otherwise would be to make a rule likely to give rise to delay and obstruction in the transaction of business.

Recently a judge in the Chancery Division objected to the form in which counsel put a question to a witness, and remonstrated in strong terms with the learned gentleman for putting such a question. Counsel then adopted a form of question suggested by the judge, which elicited from the witness an answer altogether unexpected and undesired by the counsel. Thereupon the witness (turning to his friend on the bench) confidentially remarked, "I think that's one for *hus*, gov'ner, aint it?"

Lord Justice Lindley has been unable to sit in court this week, owing to severe rheumatism in the shoulder.

At the Hertford Assizes, on Saturday, Lord Coleridge made some strong observations on the severity of sentences passed at quarter sessions. It transpired on the trial of a labourer charged with stealing a gun at Watford, who was convicted of that offence, that he had been twice previously convicted of felony. On the first occasion he was sentenced to two years' hard labour, and for a second offence, the charge then being that of stealing a fowl and some apples, he was condemned to fourteen years' penal servitude. Lord Coleridge said he did not know, nor did he wish to know, the names of the magistrates who passed such a sentence, but none of the judges of the land were responsible for such unaccountable severity. He could only say that he should take no share in inflicting so heavy a punishment for so trivial an offence. He sentenced the prisoner to six weeks' hard labour.

SEPARATE CAUSES OF ACTION ACCRUING TO A PERSON AS EFFECTS OF THE SAME CAUSE.

THE Court of Appeal has recently decided two cases of considerable importance, in which the questions at issue were of a cognate character. We allude to the cases of *Mitchell* v. *Darley Main Colliery Company* (32 W. R. 947, L. R. 14 Q. B. D. 125) and *Brunsden* v. *Humphrey* (32 W. R. 944, L. R. 14 Q. B. D. 141). The point in the former case was whether, where mining excavations by the defendant have led to a subsidence doing damage to the plaintiff's houses, a second subsidence, doing fresh damage, gives a fresh and distinct cause of action. If the answer was in the negative, the plaintiff's action was barred by the Statute of Limitations. The point in the latter case was whether, where the plaintiff's goods and his person have been injured through the negligent driving of the defendant's servant, the plaintiff has separate causes of action in respect of the injury to his goods and the injury to his person. If not, the plaintiff's action for damage to his person was barred by the fact that he had already recovered for the damage to his goods. In both cases the Court of Appeal decided the question in the affirmative, overruling the Queen's Bench Division, Lord Coleridge, C.J., however, dissenting in the latter case. The case of *Mitchell* v. *Darley Main Colliery Company* overrules, it should be observed, the decision of the majority of the Queen's Bench Division in *Lamb* v. *Walker* (26 W. R. 775, L. R. 3 Q. B. D. 389), and affirms the view taken by the late Lord Chief Justice, who dissented in that case.

We expressed some doubts as to the decision of the Queen's Bench Division in *Brunsden* v. *Humphrey* at the time it was given, and the decision of the Court of Appeal has confirmed the doubts we then expressed. On the questions involved in both these cases a great deal of subtlety may be expended, and they are, no doubt, questions of difficulty, but we are disposed to think the Court of Appeal came to the right conclusion. Both cases turn on the application of the ancient maxim, *Nemo debet bis vexari pro eâdem causâ*, which, like most of its companions, such as *sic utere tuo*, &c., generally leaves the inquirer in the lurch when the pinch of the matter comes, the real question being, What is *eadem causa*? In truth, the answer to these questions is better found in considerations of practical expediency than in logical subtleties, and we think that the Court of Appeal treated them in reality, to a great extent, from that point of view. It is, however, impossible, in deciding them, entirely to avoid technicalities, and we desire to make a few observations on the technical question in each case in turn.

In a case such as *Mitchell* v. *Darley Main Colliery Company*, the question that arises is, What is the cause of action? Now, the well-known case of *Backhouse* v. *Bonomi* (9 H. L. C. 503) has decided that the mere excavation of the *strata* by the defendant is not *per se* the cause of action, but that it is the subsequent damage by subsidence that is, or, at any rate, gives rise to, the cause of action. The good sense of this decision is, in our opinion, obvious, whatever the technical difficulties may be. The excavation may be unknown to, and undiscoverable by, the plaintiff at the time when it takes place; it may be altogether uncertain whether it will cause any and what damage till the result shows; it is often impossible to tell beforehand to what extent the support is interfered with. But having got so far, and having established that there is no cause of action until, and that there is a cause of action when, the damage by subsidence occurs, then how about subsequent damage caused by a second subsidence? Is that another cause of action, or merely further damage arising from the same cause of action? The Court of Appeal have held that the logical result of *Backhouse* v. *Bonomi* is that it is another cause of action. It seems to us that the reasoning is sound. It is quite true that, when there is already a complete cause of action, further damage resulting from that cause of action does not give a fresh cause of action. For instance, if there is an assault, which does a man apparently a small amount of physical mischief, and he sues and recovers for that mischief, it may be that he could not afterwards allege that consequences then latent of a more serious character had subsequently manifested themselves, and claim to bring a second action in respect thereof. There the assault is the cause of action, and the subsequent damage appearing is only the further result of the prior complete cause of action. The case we are dealing with is altogether different. The second subsidence is, like the first one, the result of the excavation, which, in itself, was held to give no cause of action. The *causa causans* of the second subsidence is not the first subsidence; therefore, it is not the case of further damage resulting from the former cause of action, but of a second cause of action resulting from the same cause as the first cause of action. The term "cause of action" used in this connection may be a source of confusion, and it is necessary to remember that it means the actionable wrong, not merely the cause of the damage suffered. When it is once determined that the actionable wrong is the damage done by the subsidence, not the excavation, as was decided in *Backhouse* v. *Bonomi*, it seems necessarily to follow that the second subsidence gives a fresh ground of action. When practical convenience is regarded, apart from technicality, it seems to us that there is abundant reason for this decision. We cannot, however, fully develop this aspect of the question for want of space. It is obvious, however, that the prospective probability of a second subsidence, as estimated by rival experts, is a most uncertain element of damage.

But, although we are disposed to view the decision of the Court of Appeal as the correct one, we cannot shut our eyes to the fact that it by no means disposes of the difficulties of the subject, and that in future very nice questions may arise as to its application. The decision, as such, applies to a case where there were two distinct subsidences, separated by a period of more than ten years, causing distinct damages. The judgments seem expressly limited to the case of different and independent subsidences, and the Master of the Rolls says he is inclined to think that all the effects, both existing and prospective, of one and the same subsidence must be taken into consideration once for all. We fear it may often be very difficult to say whether there have been separate independent subsidences, or whether the case is one of progressive results of one and the same subsidence. The truth is that, scientifically speaking, the subsidence seems to be all one process; but, of course, it may proceed more or less continuously till it is over, or different stages of the process may be separated by long intervals.

The case of *Brunsden* v. *Humphrey* really depends on very much the same principle as the former case. It is true that one and the same act may cause damage to person and damage to property. But the two damages do not form one cause of action because the *causa causans* of them is the same. It is quite clear that if the cab in *Brunsden* v. *Humphrey* had not belonged to the plaintiff, but had merely been lent to him, the cab proprietor's cause of action would have been separate from that of the plaintiff for his bodily injury. It is a mere accident of the case that the person who owns the property injured, and the person physically injured, are one and the same. Cases may, of course, easily be suggested in which it would be absurd that the causes of action arising from one and the same act or default should be made the subject of separate actions, and in former days, when costs followed as a matter of course, great mischief and oppression might arise from such a course, but now that the judge or court has a discretion in the matter this difficulty does not arise. In any case where causes of action, which ought to have been included in one action, are made the subject of several, the judge or court may disallow the costs of subsequent actions for matters arising out of the same transaction. There is, therefore, not the same reason as formerly for straining the maxim, *Nemo debet bis vexari pro eâdem causâ*, for the purpose of preventing mischiefs of this sort, and that being so, the justice of the thing seems to us obviously to point to the conclusion at which the Court of Appeal arrived in such a case as *Brunsden* v. *Humphrey*. It seems a monstrous conclusion that, because the plaintiff had sued and recovered in a county court for the trifling damage done to his cab, which apparently was all the damage done, he should afterwards, when it became apparent that serious physical mischief had been caused to him, be prevented from recovering in respect thereof.

The Lord Chancellor has sat with Court of Appeal, No. 1, on three days this week.

Vice-Chancellor Bacon attained on Wednesday his eighty-seventh year, having been born on February 11, 1798.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

I. ORGANIZATION GENERALLY.

16.—The Solicitor's Costs.

It is matter of ancient history, somewhat directly affecting the modern lawyer in the consequences which have flowed from it, that in the year of grace, 1344, King Edward III. caused to be struck a gold coin called a noble, of the then intrinsic value of 6s. 8d.; that this coin was superseded in the reign of King Edward IV. by a new gold coin called an angel, of the same value as the noble; and that at a period to the contrary of which the memory of man most certainly runneth not, and which may be put back with considerable confidence something like three hundred and fifty years (when the angel was still in circulation), the constituted authorities, then taking a paternal interest in the attorney, saw fit to appraise his services as equivalent in value to an angel when his opinion was sought or his professional assistance made use of in various other ways. The angel has long since, if we may be allowed the expression, taken wings, the times have changed, the currency has changed, the intrinsic value of money has changed, the nature of the solicitor's work has changed, but, saving for some few very slight and very modern innovations, the 6s. 8d. has retained the most remarkably evergreen properties, and adhered to the solicitor from generation to generation with unconquerable tenacity, though he has made many efforts from time to time to shake it off. It has come to represent to himself personally an irritating, inelastic, and unequal mode of remuneration, while, to society at large, it has furnished alike in public and private, on the stage and at the domestic fire-side, plenteous food for anger, sarcasm, ridicule, and humour, but has never, so far as we are aware, awakened in the breast of solicitor or client emotions of veneration for an institution which can certainly lay claim to be time-honoured if it possesses no other distinction.

But the solicitor must live, if he can, and, having been thus marked out as a peculiar object, to be left in this respect stranded high and dry, and carefully avoided by all the waves of progressive legislation, must take things as he finds them, and, if the law declares that he shall be remunerated in this fashion, whether he likes it or not, he must needs kiss the rod, and debit his client with 6s. 8d., at one moment for performing the not intricate operation of handing a paper over a counter or attending at the chambers of some counsel learned in the law to pay a fee of two guineas, and at another moment for giving his whole concentrated attention to, and bringing all his knowledge and experience to bear upon, the solution of a complicated and difficult point. And in so debiting the amount and otherwise recording and keeping straight all his professional charges, with an eye to the ultimate delivery and payment of a bill of costs, lies a very disagreeable but very necessary part of the solicitor's work, and one which peculiarly touches the subject of the organization of his office.

Putting aside for after consideration the cases of special modes of payment represented by a statutory scale or agreed lump sum, and confining ourselves now to the solicitor's ordinary bill of costs, every solicitor will admit, as of course, that a sufficient record should be kept of each professional charge to enable it to be duly incorporated in the bill to be rendered to the client. But it is astonishing how lax many solicitors are in the practical application of this unquestioned axiom. The observation applies with special force to solicitors in large practice, for the two obvious reasons (or, as they may, perhaps, be more accurately termed, the two convertible ways of stating one reason) that they have greater difficulty in giving the necessary time to matters of internal detail, and that they are obliged to use largely the vicarious services of salaried clerks. But, while in some cases the reason for a faulty system or the faulty observance of a system free from objection in itself, may be traced to sufficiently manifest causes, we do not hesitate to say that neither of those results can ever be accounted for by a reason which will bear the test of criticism from the point of view of what is prudent and right in the interests either of solicitor or client. We will endeavour to state the grounds upon which we have been led to form that opinion.

The solicitor, as we observed in a former article when dealing with another subject, does not carry on a ready-money business. Even if every client who came to him for advice were to pay the fee for the attendance on the spot, there would still remain a large residuum of professional work which could not possibly form the subject of instant payment. As it is, immediate payment forms the very rare exception to an otherwise universal rule of more or less extended credit. It necessarily follows from this that the solicitor's charge for advising a client on a given subject, or preparing a document, or taking some step personally or by a clerk, to-day may not actually find its way into a bill of costs sent out for payment until six, twelve, eighteen months, or some other future date, according to a variety of controlling circumstances. In what shape ought the record of it to be preserved meanwhile? Undoubtedly in some intelligible form which will enable it at any distance of time to be readily forthcoming for incorporation in the bill of costs. How can this object be attained practically? To this we answer, by no other method than that of recording the charge contemporaneously, or, at the worst, at no greater interval of time than a very few days after the event, in terms sufficiently descriptive to identify it, without resorting for any aid to the memory, or to papers, or any other extraneous sources. And this habit, we hold, should be adhered to by principals, and persistently enforced by them on their clerks as a rigid hard-and-fast rule of daily life, to be followed in the face of every practical inconvenience and difficulty and sacrifice of personal ease and comfort.

The soundness of this principle may best be illustrated by pointing out the consequences which may be reasonably expected to follow from neglecting its application.

The first and foremost consequence is the very practical one of loss of money. If a solicitor does not record the various items which make up the day's work of his office while the subject is fresh in his mind, and a memorandum of the name of Smith in his diary or on a slip of paper brings back to him precisely what it was that he saw Mr. Smith about, he will, unless gifted with a memory which Lord Macaulay himself might have envied, be almost absolutely certain, when he does bring himself to approach the task, to lose sight of some fractional part, great or small as the case may be, of the legitimate fruit of his labours. If he lets this golden hour pass by, and has made no written record at all, his memory will betray him into forgetfulness of this or that item of work, which has been obliterated from the mental tablets to which he has trusted by a jostling crowd of succeeding items. If he has relied on the written entry of a name, or on some other elliptical form of reminder, his memory will no doubt have some amount of artificial assistance to brighten it up, but still the evil will exist to an extent only less in degree. The connecting link between the laconic word written and the actual work done will in many instances have been lost by lapse of time. We grant that, in both these supposed cases alike, the means for supplying the blank may be partially supplied in the shape of papers relating to the business itself. But it will be only partially supplied. A given matter of business may be represented perhaps by a whole stack of papers, which will nevertheless often give no direct or sufficient clue to much labour recorded only in the sands of time and not by the labourer himself.

Another practical consequence will be a great increase of wearisome trouble. We concede that the system of recording fully and contemporaneously the solicitor's daily work is never an agreeable pastime—that it is, in fact, at the best, one of the most troublesome details of carrying on business, and in times of pressure an intolerable nuisance. But that the process of endeavouring to arrive at the same result where this system is not adopted even in theory, or is at all events neglected in practice, is immeasurably more troublesome we do most unhesitatingly aver. Perhaps the most common form of backsliding in this respect is where the solicitor relies on entries in his diary from which to make out his charges. What solicitor has not heard many a professional brother lift up his voice and groan in anguish because he is six months behind with his diary? It is no exaggeration to say that every day which passes in such a case adds an appreciable contribution to the gruesome total of time, trouble, and worry involved in the operation (which, be it remembered, *must* be dealt with sooner or later), not merely in the obvious sense of adding to the accumulation of matter, but also in the sense that the effort of memory will relatively be far greater, and that the solicitor will often be put to the need of fortifying it by reference to papers and other aids, of which there would have been no need had he but resolutely seized the fitting time and opportunity. In less sensitive times than the present, when the pursuit of knowledge in youth was usually attended by much active inconvenience to the person, it was within the experience of our forefathers that the longer a rod was kept in pickle the more lasting and otherwise unpleasant were the effects of its application to the back. The knowledge of this circumstance in early life may possibly have profited the more reflective of those who afterwards became solicitors in connection with our present subject.

A third consequence will be special trouble or delay in arriving at results, which should always be within easy reach. Circumstances arise, perhaps, which imperatively call for the delivery at short notice of a heavy bill, as, for example, where the distribution of a fund depends on a previous taxation and payment of costs, and the beneficiaries are not unnaturally clamorous of delay. Here the solicitor who is behindhand in the matter of which we are treating must either set himself willy-nilly to the task of making up his arrears, or incur the odium which attaches to inexcusable obstruction. And, by an irony of fate, this dilemma will often be presented to him at a period when, by reason of pressure of other work, he is least able to afford the time needful for escaping from it.

Fourthly, and last, it is a serious evil from several points of view

that the solicitor should not keep his house in order. To begin with he shares the common weakness of being mortal. From the nature of his business, the winding up of his affairs when he has passed from the scene is never a simple or easy process. Is it right or just to those who come after him that it should be needlessly complicated by the want of information which could readily have been left by him for their guidance? But, putting aside this somewhat funereal view of the subject, it is surely unwise for a solicitor to lose touch of his exact position to the extent involved in a serious departure from what we have ventured to assert to be the only true principle. If the writing up of his daily records has fallen to any extent in arrear, he must needs be placed at great disadvantage in any attempt to take stock of the position of affairs, whether as between himself and any particular client, or of his business generally. His mode of carrying on business will resemble the action of a traveller, who gropes and stumbles along in the dark by deliberate preference, when the means of lighting his path are all the time at his command.

In pointing out these various consequences of a falling away from what we insist to be the only right and prudent standard of conduct we have spoken of the solicitor personally. Our observations extend, we need hardly say, *à fortiori* to his clerks. The solicitor who is engaged in an effort to make up lee-way in this respect has, at least, the impetus of self-interest to inspire him; and, while we are very far from applying to the solicitor's clerk the cynical adage that a salary is valuable only in proportion as there is little to be done for it, it must at least be confessed that the solicitor's own wits and industry are quickened in such matters by personal considerations which cannot be expected to influence a clerk to whom the loss or gain by his employer of an individual item represents nothing in solid fact. And there are two practical reflections to be made on this head: first, that in whatever incidents of the organization of his office the solicitor is slovenly himself, it is morally certain that his clerks will not only follow his lead, but in some degree, at least, furnish an exaggerated illustration of his own shortcomings. And, secondly, that the solicitor, if he would keep matters straight, needs not only to be up to the mark himself, but also to be a perfect martinet in enforcing rigidly the observance of his system upon those in his employment.

So far we have looked at this matter only from the solicitor's point of view, but we think there is a word to be said also on the client's side. If it is desirable in the solicitor's interest that he should readily be able to tell how matters stand betwixt himself and his client, may it not in many cases be equally desirable in the client's interest that the same information should be forthcoming? It is not at all difficult to conceive of circumstances in which he may be put to real inconvenience on this account; and it should be remembered that the client who employs a solicitor to do business for him, and cannot possibly exercise the least control over the latter's method of recording the client's obligation to him, may reasonably and fairly expect his solicitor to abide by a rule of conduct to which may be applied, in a sense somewhat different to its ordinary legal significance, the maxim, *Sic utere tuo ut alienum non lædas.*

We shall address ourselves again to the subject of costs in our next article.

REVIEWS.

ELECTION LAW.

THE POWERS, DUTIES, AND LIABITITIES OF AN ELECTION AGENT AND OF A RETURNING OFFICER AT A PARLIAMENTARY ELECTION IN ENGLAND AND WALES. By FRANK R. PARKER, Solicitor and Parliamentary Agent. Knight & Co.

This book had its origin in a Memorandum of the duties of mayors at parliamentary elections, which was prepared by Mr. Parker, and circulated by the Association of Municipal Corporations at the time of the general election in 1880. Mr. Parker has now expanded the idea of his Memorandum so as to embrace election agents as well as returning officers. He arranges his book in the order of the events at an election, commencing with the "Preparations for the Election," under which head he discusses in separate chapters the election agent and his staff, the returning officer and his staff, the candidate, canvassers, committees, printing, &c., and public meetings; then proceeding to "The Election," each step in which has, in like manner, a chapter devoted to it; and, lastly, dealing with the subject of "Offences at Elections, and Proceedings consequent thereon." It will be seen that the work practically covers the entire subject of the law of parliamentary elections.

The characteristics of the book are the completeness and the practical character of the information given under each head. There are many hints which will be of service even to those who are familiar with the recent Act. For instance, under "The Election Agent," Mr. Parker points out that, "if the election agent be a solicitor, it is desirable, having regard to the Solicitors' Remuneration Act, 1881, that the appointment should amount to an agreement, which should be signed by, or on behalf of, the candidate, and should specify the amount of his fee." With regard to this fee, there are some very shrewd suggestions in the chapter on "The Election Agent's Fees and Charges." We observe that Mr. Parker says that, although the paid registration agent of the district is often a most competent person to act as election agent, it will be more prudent not to appoint him to that post, "lest the two offices should become so intermingled as to endanger the candidate's election." Mr. Parker does not explain how the offices can become thus "intermingled," but we presume his remark has reference to the present unsettled and dangerous state of the doctrine of general election agency, and to the idea, which, we believe, is somewhat prevalent, that, by the candidate's contributing a considerable yearly sum in augmentation of the registration agent's salary, such agent, when appointed election agent, will be content to receive a comparatively small fee for his services during the election, and so set free for the general purposes of the election a greater amount of the maximum sum allowed for election expenses. In spite of Mr. Parker's caution we fancy that in most cases the registration agent will be also the election agent. The duties of the election agent are clearly and fully set forth; and in particular the means of performing the duty which the Legislature has indicated for the candidate and his election agent, of taking "all reasonable means for preventing the commission of corrupt and illegal practices at the election," are well pointed out. The forms of cautions for volunteer canvassers and assistants, and electors, given in the appendix are very well framed, and ought to be extensively used. The difficult question whether the candidate should avail himself of the assistance of political associations as volunteer agents is better discussed in the chapters on election agents and on "Agency" than in any book we have yet seen. There can be no doubt of the correctness of Mr. Parker's opinion, that "the only really safe course for a candidate to pursue" is to sever the conduct of his election altogether from the association as a body, and to avoid communication with it during the election. The duties and liabilities of the sub-agents in counties, and of the staff of the election agent, are subsequently fully considered.

Passing over the chapters which deal in detail with the duties and liabilities of the returning officer, the qualification, &c., of the candidate, and a very useful chapter on canvassers and canvassing, we come to the subject of committees and committee-rooms. Here we observe that Mr. Parker expresses the opinion that, "if reasonably and *bonâ fide* required, and especially in the case of a central committee-room, the term 'committee-room' would be held to apply to a set of offices, or entire building, comprising a clerks' room or rooms, and a private consultation-room, and would not invariably be limited to a single room"; and he appears to base this opinion mainly on the circumstance (to which we drew attention in discussing the Act of 1883 before it came into operation) that the reference, in section 64, to a room *or building* implies that a "committee-room" may include more than a single room. There are some excellent practical hints in the next chapter, on "Printing and Advertising," as to the documents which may be usefully printed and advertised during an election. In the following chapter, on "Public Meetings," Mr. Parker has "spotted" the peculiar provision in the recent Act, which, while prohibiting committee-rooms in public-houses, leaves it open to a candidate or his agents to address committee-men and electors in public-houses.

Under the head of the "Commencement of the Election," Mr. Parker discusses shortly the important question of when an election commences; but upon this matter neither he nor anyone else can give much definite practical guidance. He says that, "practically, an election may be considered to have commenced as soon as any definite step is taken in respect of the candidature, or preparation for, or towards the conduct or management of, the election of any particular person; . . . and a payment made at any length of time before the writ issues must be included in the election accounts if it was incurred on account of, or in respect of, the conduct or management of the election, or is adopted or goes in relief of such expenses." We doubt whether the doctrine first stated in this extract will be maintained as regards election expenses. Section 8 (1) of the recent Act only relates to sums paid and expenses "incurred by a candidate *at an election*, or his election agent, whether before, during, or after an election, on account of, or in respect of, *the conduct or management of such election.*" Can it be said that the costs of all the public meetings held during the year or so before an election, while the candidate is being introduced to the constituency, are expenses incurred in respect of the conduct of *the election*? They may be expenses incurred in respect of the *candidature*, but surely that term is not synonymous with "the election."

The first appendix contains elaborate election statistics relating to the last general election. The second appendix gives a complete collection of forms, and the third contains the statutes necessary for reference during the progress of an election. The book appears to us to be a thoroughly practical, complete, and convenient guide for

candidates, election agents, and returning officers at parliamentary elections.

PATENTS.

THE PATENT LAWS OF THE WORLD. Collected, edited, and indexed by ALFRED CARPMAEL, Solicitor, and EDWARD CARPMAEL, Patent Agent. W. Clowes & Sons (Limited).

This is, so far as we are aware, a work of a new character in connection with the law of patents. The now obsolete "Agnew" concluded with some short abstracts of foreign patent laws, and there are one or two collections of similar abstracts now extant, but we have here, in a volume of some 700 pages, a collection of British, foreign, and colonial patent laws *in extenso*, the British and colonial laws being, of course, given in their native tongue, and the foreign laws being carefully translated into it. Some of the latter are taken from the United States *Official Patent Gazette*, which reprints foreign laws in a useful form, but several of them appear to have been specially translated under Messrs. Carpmael's directions. So far as we have been able to ascertain, the book appears to contain a complete collection of the statutes in force throughout the world on the subject of patents. We do not, indeed, find here such entries as "Egypt: There is no patent law in this country"; or "Hayti: This Republic has no law or practice on the subject of patents for inventions"; but all the countries which possess any laws to be chronicled appear to be here inserted in alphabetical order. Such a collection of laws cannot fail to be useful to anyone who has to advise upon a question of foreign or colonial patent law, and who would naturally prefer to have the words of the Acts themselves, so far as they can be represented by a careful translation, to having to rely on a summary, however carefully done, by another person who had not his attention directed to the precise point at issue and the bearing upon it of the words employed. We should like to see this volume supplemented by another containing the rules by which the provisions of these various Acts are worked in practice. The rules are almost as important as the Acts themselves. The index also leaves something to be desired, as it only contains lists of the sections of the laws of the different countries which relate to this or that catchword, and makes no attempt to summarize those sections. This, however, would, no doubt, require some considerable time, and we are quite willing to look forward to such an improvement being made in the next edition. In the meantime, the authors may rest content with the belief that their compilation is likely to form an indispensable part of every patent lawyer's or agent's library.

CORRESPONDENCE.

COSTS OF MORTGAGEE JOINING WITH MORTGAGOR IN GRANTING LEASE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be glad if you or any of your readers will kindly inform me what the practice is with regard to the payment of the costs of a mortgagee who joins with the mortgagor in granting a lease of the mortgaged premises by reason of the operation of section 18 of the Conveyancing Act, 1881, being excluded by his mortgage, such mortgagee being represented by a separate solicitor. According to rule 4 of the rules applicable to Part II. of Schedule I. of the General Order made in pursuance of the Solicitors' Remuneration Act, 1881, the charges of such separate solicitor are to be dealt with under the old system, as altered by Schedule II.

By whom ought such charges to be paid in the absence of agreement on the subject? Ought the lessee to pay the costs of the solicitor preparing the lease on behalf of the mortgagor and of the solicitor perusing and completing on behalf of the mortgagee?

Feb. 10. QUERY.

[We should be glad to know what is the general practice.—ED. *S.J.*]

THE LEGAL CONUNDRUM.

[Judging from the number of letters we have received, our correspondent "W. R.'s" question would appear to have excited a good deal of interest. All our correspondents, except one, arrive at the conclusion that a camel was borrowed or purchased and subsequently returned or sold; and this accords with the course pursued in the division of the cows referred to last week. But our correspondents differ on the question whether this method of settling the question is right in principle. We regret that we can only find space for two letters which represent different views.]

[*To the Editor of the Solicitors' Journal.*]

Sir,—Until the appearance of the letter of "W. R.," re the "Legal Conundrum," in your issue of to-day's date, I was under the impression that the story of the camels was of ancient Eastern origin, but I am glad to learn that a gentleman of the present day was personally concerned in the celebrated case, and was enabled to overcome its difficulties.

In the case, as reported to me, the distribution of the camels was made by a learned Cadi. When the parties were brought before him he sent for one of his own camels, and said, "Now there are 18 camels for distribution; let 9 of them, or one-half, be given to the widow; 6 of them, or one-third, to the son; and 2 of them, or one-ninth, to the nephew. The remaining camel, which is my own, will be taken back to its stable. In this way each party will receive more than he is entitled to, and the litigation will be ended."

Although the above method of settling the question is ingenious, it is altogether bad in principle, for the native testator bequeathed one-half, one-third, and one-ninth—*i.e.*, seventeen-eighteenths—only of his property, and died intestate as to the remaining one-eighteenth part. This one-eighteenth part, or seventeen-eighteenths of a camel, was, in reality, the property of the persons entitled in distribution according to the laws of the testator's country, and the Cadi, by his decision, defrauded those persons of their rights. As, however, he could not distribute a proportionate part of a living camel, he should, I suggest, have given a proportion of the camel's labour to those whose shares were deficient by the proportionate part of a camel. C. B. G.

Feb. 7.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The question in the letter of "W. R.," in your issue of the 7th of February, is an old arithmetical question, which by many would readily be worked out mentally.

The apparent difficulty in answering the question is that the shares or fractions—namely, one-half, one-third, and one-ninth—when added together, are less than *one*, and therefore they are not respectively one-half, one-third, and one-ninth of seventeen, but they are the proportionate shares of seventeen—*i.e.*, the proportion which each bears to the aggregate of the three shares.

Such proportions are ascertained as follows—viz., by reducing the fractions to a common denominator:—

One-half = nine-eighteenths	} or	9
One-third = six-eighteenths		6
One-ninth = two-eighteenths		2
		17

The aggregate of the numerators corresponding with the number of camels, the three numbers, 9, 6, and 2, are the respective numbers to which the shares, one-half, one-third, and one-ninth, are entitled respectively.

Take another example. Thirteen camels to be divided among three legatees, entitled respectively to one-half, one-third, and one-fourth. Reduced to a common denominator, as before—

One-half = six-twelfths	} or	6
One-third = four-twelfths		4
One-fourth = three-twelfths		3
		13

In this case the fractions together are *more* than *one*; therefore the legatee taking the half share is not entitled to one-half of 13 camels, but to the proportion which one-half bears to the aggregate of the shares—*i.e.*, 6.

It will be seen that the number of camels is dependent on ascertaining the aggregate of the numerators of the fractions, and not by fixing the number of camels first. A. MURRAY.

104, King-street, Manchester, Feb. 11.

"STAMPS"—OFFICIAL VIEWS AND PRACTICE.

V.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I noted in a vigorously-written paragraph of your "Current Topics" a fortnight since (p. 214) two sentences—"The court's finely-spun sentiments of equity," and "The tendency of all institutions of the present day is towards flabbiness."

In my previous letters I have applied something like the first of the above sentences to occasional official stamp rulings, and herein may apply something of the second sentence to, not official rulings, but to certain features of modern legal practice, not altogether unconnected with "stamps." Here, after the above, I have to observe that one of the instances marking the relative simplicity of matters of stamps, prior to (say) the Act of 1850, compared with what they have become since, is this, that, whereas, at the said past period, instru-

ments designated as deeds of covenant, deeds of arrangement, and deeds of dissolution of partnership (&c.) were the easiest to deal with, seeing that, alike in official and professional views, such deeds were deemed to require the "deed" stamp and no other, *now* they, in many cases, attract *ad valorem* of some kind, and often raise nice points.

As to deeds of covenant, there was no specific charge of stamp duty on such an instrument, *eo nomine*, until the passing of the said Act of 1850 (13 & 14 Vict. c. 97). That there was no such charge in prior Acts was a matter of surprise at the time to oneself, and equally so that there was not a like charge in cases where an annual sum (or sums other than a gross sum) was the consideration for a conveyance, but this latter anomaly (as it may be termed) was remedied by a subsequent Act, and of which I shall speak in a future letter.

The specific charge in the Act of 1850 was (for it is worth while, I think, to quote the clause) as follows:—

"COVENANT.—Any deed containing a covenant for the payment or repayment of any sum or sums of money . . . in any case where a mortgage, if made for the like purpose, would be chargeable with any *ad valorem* duty exceeding in amount the sum of £1 15s.; or for the payment of any annuity, or any sums at stated periods in any case where a bond, if made for the like purpose, would be chargeable with any such duty; the same *ad valorem* duty as a mortgage or bond respectively for the like purpose."

In the said Act there was a second (new) specific charge of duty under *Covenant*, but which I need not here further refer to.

It will be seen that the clause I have quoted involved the following points:—(1) That the "covenant" duty was payable (on a gross or principal sum) only where a mortgage, if made for the like purpose, would be chargeable with *ad valorem* duty *exceeding* £1 15s., and so that it, the covenant, would be (unlike an actual mortgage might have been) liable to the £1 15s. duty as a *minimum;* and (2) that the clause itself distinguishes between a covenant (deed of) and a bond. The retaining of the £1 15s. as a minimum duty on the covenant from the first appeared to me anomalous, and so it proved in practice, but it subsisted until the passing of the Stamp Act, 1870.

I have thus shown that the Stamp Acts prior to and including, the Act of 1850 recognized a deed of covenant as absolutely distinct from a bond; and not only the Stamp Acts, I may add, but conveyancers and legal practitioners generally until recent times, when, in certain instances I am about to name, this recognized rule was nominally, if not consciously, invaded. Writing in a legal journal, but for that which I am about to name, it should seem unnecessary to remark that the characteristics of a bond—the technical parts of it, and which exclusively belonged to a bond—were the *penalty* and *condition*. It is true that in an edition of Davidson's Precedents, of about the date of the said Act of 1850 (to confine myself to this one authority), it is said that, "No particular form of words or technical expressions are necessary" [to constitute a bond], "but any sealed instrument distinctly acknowledging a debt, present or future, is a bond;" but I venture to say that the invariable framing of a bond was, practically, if not legally (and outside the Stamp Acts), necessarily formed by its two technical parts (occasionally with recitals) of *penalty* and *condition*, and this, my contention, is, in fact, indirectly supported by a subsequent note in the very "Davidson" I have referred to:—"If the money intended to be secured by the bond be not paid on the day named in the *condition* . . . the bond becomes absolute at law, and generally the whole *penalty* will be recoverable" (the italics are my own).

I repeat (that which I have shown) that the Stamp Acts recognized a bond as an instrument absolutely distinct from a deed of covenant, and I venture to think I have also shown that it was equally so recognized in legal opinion and practice—at least, say, up to about the period of the Act of 1850.

I may here interpose the remark that a few years ago I was arguing a stamp question with one of the learned heads of the Inland Revenue, and had launched at me the *dictum*, "There is no magic in the word 'covenant.' Any instrument under seal is one of covenant." Quite so, in law, perhaps, if not quite so broadly understood in (modern) legal practice. And conversely (as I may add), more than once I have had before me a professionally-prepared and completed instrument in which "covenant" occurred, and which in terms bound heirs, and yet was executed under hand only (!) I will not be so irreverent as to say the foregoing is an instance of legal flabbiness; only of (*il*)legal inexactitude.

The foregoing comments are in good part made to lead up to a reference to, and comments upon, the (so-called) *Lloyd's Bond*, and the stamp question which, in my opinion, does, or did, turn upon them. If you can spare the space, I will, in a footnote, give the form of a Lloyd's Bond, with some added matter.*

Some few years after these "bonds" had first been issued, I said (jocosely, but in good part, meaning what I said) to a professional friend of their inventor, Mr. John Horatio Lloyd, that the latter had founded his fame and resulting large income upon a *misnomer;* that the so-called bonds were no bonds at all, but were deeds of covenant; and, after a little discussion, this gentleman admitted the soft impeachment.

On the above occasion, however, the question of stamp duty arising in my mind upon the instruments did not occur to me. This question is the following:—I believe a large proportion of Lloyd's bonds were for sums of £500 and £1,000. I say that, under the Stamp Acts, until the passing of the Stamp Act, 1870, they were deeds of covenant. I have shown that such deeds were liable to the *minimum* duty of £1 15s.—*ergo*, no Lloyd's bond was liable to a less duty than £1 15s.—and the question I raise is, Were any of them stamped (under the ordinary bond or mortgage scale of duties, beginning at 2s. 6d.) with a less duty than the said £1 15s.? I am strongly under the belief that they were, and so were insufficiently stamped. It is true I never actually had one of the (completed) instruments before me for purposes of stamp duty, nor am I aware that they ever were officially adjudicated upon. Had they been, I cannot conceive otherwise than that they would have been adjudged deeds of covenant. Probably (such was the nature of the instrument and of the persons and transactions therewith connected) the bonds issued between 1850 and 1870 have been satisfied, and, therefore, are dead instruments; and so, therefore, also, my suggestion that not a few of them were insufficiently stamped is now not so terrifying a one as if made before 1870. Touching the misnomer of the designation of the instruments, perhaps I ought not to say that it is another instance of (legal) inexactitude, seeing that, since (as I believe) the invention of the Lloyd's bond, we have had introduced those instruments which, substantially, are identical with Lloyd's instrument and have the like designation—*e.g.*, Colonial and Foreign Bonds—sometimes designated *debentures*, which last, I may remark in passing, was a name (of an instrument) not to be found in the Stamp Acts (except a certain Customs Debenture) until 1862.

It may be said, perhaps, that most of the matter of this letter is *antiquarian*. But I hope it has found interest with some of your readers, and it will, moreover, serve my purpose with some of the matter I propose to insert in the concluding letter of this series. In my next letter I shall state, and discuss, more than one (as I think they will be found) important and interesting case of official ruling under the present Acts.

VERITAS.

* FORM OF LLOYD'S BOND.

THE C. AND D. RAILWAY COMPANY.

No. *Bond for* £500.

The C. and D. Railway Company do hereby acknowledge that they stand indebted to in the sum of £500 for money due and owing from the said company to the said . And the said company for themselves, and their successors, hereby covenant with the said , his executors, administrators, and assigns, to pay to him, his executors, administrators, and assigns, the said sum of £500 upon the day of , 18 , and also interest thereon at the rate of £5 per cent. per annum from the date hereof until payment, such interest to be payable half-yearly upon the day of in each year.

Given under the common seal of the said company the day of 18 . (L.S.)

(Signed) , Secretary.

As to the *ethical* element involved in the origination and adoption of the instrument, I will say nothing of my own, but only quote the following (printed) matter:—

"Lloyd's Bonds are instruments of very modern date, being the invention of the eminent counsel whose name they bear. . . . They are merely admissions under seal of debts due from some railway company to the party in whose favour they are executed, with a covenant to pay, with interest. . . . When created legitimately, and used only for the purpose originally intended by their inventor, these securities will be found to be most valuable and useful."

The above is by one writer, this by another:—

"The companies being thus prevented from issuing notes having no legal validity, it became necessary they should turn their attention to a means for providing for this loss of *irregular* capital, and an ingenious draftsman hit upon the instrument now so notorious as Lloyd's Bonds."

These quotations are made from publications of 1867.

CASES OF THE WEEK.

COURT OF APPEAL.

COMPANY—WINDING UP—ACTION BY DEBENTURE-HOLDERS—APPOINTMENT OF RECEIVER.—In a case of *Willmott* v. *The London Celluloid Company*, before the Court of Appeal on the 11th inst., a question arose as to the appointment of a receiver in an action by debenture-holders of a company to enforce their security, an order to wind up the company having been made since the commencement of the action. The plaintiff (who sued on behalf of himself and the other debenture-holders) on the 8th of December gave notice of motion for the appointment of a receiver. On the 10th of December a petition to wind up the company was presented by a creditor. On the 12th of December the motion came on to be heard, and was ordered to stand over until after the hearing of the petition. A provisional liquidator was appointed, and he took possession of the company's assets. On the 20th of December the petition was heard, and an order was made to wind up the company. The motion then came on to be heard, and Bacon, V.C., refused to appoint a receiver, on the ground that the debenture-holders would be sufficiently protected by the appointment of a liquidator. The Court of Appeal (BAGGALLAY, BOWEN,

and FRY, L.JJ.) held that a receiver ought to be appointed, and they appointed the liquidator receiver. FRY, L.J., said that, without the appointment of a receiver, the debenture-holders would have no greater protection than any other creditors of the company, and they ought to have a special protection.—COUNSEL, *Millar*, Q.C., and *J. G. Laing*; *Marten*, Q.C., and *Swinfen Eady*; *T. Ribton*. SOLICITORS, *F. H. Honey*; *Lindo & Co.*

MORTMAIN—CHARGE BINDING ASSETS OF BUILDING SOCIETY—CORPORATION BONDS—INTEREST IN LAND.—In the case of *Walmsley* v. *Rice*, before the Court of Appeal (No. 1) on the 7th inst., the main question was whether a bequest of a charge binding the assets of a building society was within the Mortmain Act (9 Geo. 2, c. 36). A testatrix died, having bequeathed her residuary estate in equal shares to two charities, and a question arose as to the validity of the bequest in respect of certain items. The first item consisted of a charge in favour of the testatrix by the County Palatine Building Society. The charge was given under a rule whereby the trustees of the society were empowered to borrow for the purpose of the society, either as representing the society and binding the assets thereof, or on their own personal security by bond or promissory note, and in the case of their borrowing upon their personal security the assets of the society were to be charged with, or become liable to pay to the trustees, all sums which they might be called upon to pay under the security. By the charge in question it was declared that the trustees thereby bound and charged the assets of the society with the repayment of the loan. The second item included a mortgage by the Corporation of Salford of a proportion of the rates and assessments authorized by the Salford Improvement Acts, and also of the market places, and the tolls, rents, and profits thereof, and of the buildings, lands, and premises the property of the Salford district. The item also included a mortgage by the Corporation of Oldham of the corporate estates and borough fund. The third item was a charge on the interest of a legatee under a will. It was admitted that the assets of the society included mortgages of real estate, and that in some cases the society had foreclosed and was in actual possession of the land; also that the interest under the will was in respect of a mixed fund of realty and personalty. The Vice-Chancellor of the County Palatine of Lancaster having held in an administration action that the charge by the building society was pure personalty, but that the other items were impure, the heir-at-law, and also the two charities, appealed. The court (BRETT, M.R., and COTTON and LINDLEY, L.JJ.) dismissed both appeals. BRETT, M.R., said, as to the first item, that the consequences of holding the charge to apply to the mortgages would be extraordinary. The effect of the second branch of the rule gave no right against the building society, but the promissory note or bond were binding on the directors personally, and they would be indemnified out of the assets. The first branch of the rule said that the trustees might borrow as representing the society and binding its assets. But any promise on behalf of a building society to a lender of money is necessarily binding on the assets, for the society has nothing else wherewith to pay. Grandiloquent phraseology had been used in order to make the charges go off at a good price, and the meaning was that the directors might borrow money so as to bind the society. The same construction should be applied to the charge made under the rule. Therefore, the so-called charge was not a charge, but only a security by way of promise by the society to pay the money, and, therefore, it was not within the Mortmain Act. The judgment should also be affirmed as to the other items. COTTON, L.J., in concurring, said that the question was not whether the charities could, by any means, get the land into their possession, but whether the testatrix when she made her will had an interest in land which she gave to the charities. The charge in question constituted a mere debt from the society, and although it might be that if proceedings were taken the land might be sold to provide means of payment, yet that would not constitute an interest in land any more than would a debt due from a person who happened to have real estate. LINDLEY, L.J., who was of the same opinion, said that security was given on the money of the society.—COUNSEL, *Barber*, Q.C., and *O. L. Clare*; *Rigby*, Q.C., and *A. Hopkinson*. SOLICITORS, *Rowley, Page, & Rowley*; *Slater, Heelis, & Co.*

PRACTICE—DISCOVERY—ACTION TO ESTABLISH RIGHTS OF COMMON—INTERROGATORIES BY DEFENDANT.—In a case of *Bidder* v. *Bridges*, before the Court of Appeal on the 4th inst., a question arose as to the right of a defendant to discovery from the plaintiffs. The plaintiffs, B. and N., brought the action on behalf of all the owners and occupiers of lands and tenements in the parish of M., against the lord of the manor of W., claiming a declaration that a piece of land called C. was part of the common of M., and that the plaintiffs were entitled to certain commonable rights over it, and an injunction to restrain the defendant from trespassing thereon, and from interfering with those rights. The plaintiffs alleged, by their statement of claim, that the rights in question had been from time immemorial enjoyed as of right by the owners and occupiers of lands and tenements in the parish of M. over the common of M., including the piece of land called C. The plaintiff B. claimed in respect of a freehold house, and land held therewith, situate in the parish; the plaintiff N. claimed in respect of a freehold beer-house and three freehold cottages, all situate in the parish. The defendant, by his defence, alleged that the piece of land called C. was not part of the common of M., but was part of the manor of W., and that all rights of common over it, if any had ever existed, had been extinguished; that the plaintiff N.'s beer-house and cottages had not any land attached thereto or held therewith respectively; that the commonable rights claimed could only be enjoyed in respect of ancient tenements; and that the plaintiffs' tenements were not ancient; and the defendant generally traversed the plaintiffs' case. After the delivery of the statement of defence the defendant delivered interrogatories to the plaintiffs to the following effect:—How long have the plaintiffs been respectively proprietors or occupiers of the lands and premises mentioned in the statement of claim, and for what estates and interests, and what is the tenure thereof respectively? Are the plaintiffs' messuages respectively ancient messuages, and when were the same respectively built? Have the beer-shop and cottages of the plaintiff N. any and what lands appurtenant thereto or held therewith? Have the plaintiffs respectively *or their respective predecessors in title* as proprietors or occupiers of any and what lands or tenements in the parish of M., *or under any other alleged title or in any other capacity*, ever exercised certain specified commonable rights in or upon any and what parts or part in particular of the common of M. (but not including C.) or in or upon any and what part or parts in particular of C. respectively? The defendant also required the plaintiffs to give particulars of the times when, and whether as of right or by licence, they or their predecessors in title respectively had done the acts mentioned in the previous interrogatory. Kay, J., held (33 W. R. 272) that the plaintiff N. must answer whether there was any land appurtenant to or held with the beer-shop and cottages, because he had not pleaded that any land was appurtenant to or held with them, and the defendant had pleaded that there was not. But his lordship held that the remainder of the questions need not be answered, and that they amounted in substance to an attempt to find out what would be in the plaintiffs' brief at the trial of the action. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.), without giving a formal judgment (the parties having, after a partial argument, left it to the court to settle the interrogatories), held that the interrogatories must in substance be answered, though they were somewhat too wide. They struck out (*inter alia*) the words which are placed above in italics, and added those in brackets.—COUNSEL, *Hastings*, Q.C., and *Kingdon*; *Kekewich*, Q.C., and *P. H. Lawrence*. SOLICITORS, *Bridges & Co.*; *Rooks & Sons*.

HIGH COURT OF JUSTICE.

CONVEYANCING ACT, 1881, S. 3, SUB-SECTIONS 4, 6—REQUISITIONS—RECEIPT FOR RENT—PEPPERCORN RENT—EXPENSE OF LESSOR'S SURVEYOR'S CERTIFICATE.—In the case of *In re Moody to Yates*, before Chitty, J., on the 30th ult. and 6th inst., questions arose upon a sale of a leasehold house whether a receipt for a peppercorn rent was within section 3, sub-section 4, of the Conveyancing Act, 1881, "on production of the receipt for the last payment due for rent under the lease before the date of the actual completion of the purchase," and, if not, whether, under sub-section 6, the expense of furnishing a certificate, by the lessor's surveyor, that a house had been built to his satisfaction, must be borne by the purchaser. It appeared that the vendor entered into an open contract to sell a leasehold house to the purchaser. The lease was at a peppercorn rent, and contained a covenant by the lessee to build, within a fixed time, a house to the lessor's satisfaction. One of the purchaser's requisitions was, that the vendor should furnish a certificate, by the lessor's surveyor, that the house was completed to his satisfaction. The vendor replied that he would produce a receipt for the peppercorn rent, or would, at the purchaser's expense, furnish the certificate asked for. CHITTY, J., held that section 3, sub-section 4, did not apply to a peppercorn rent, as such a rent was rendered, and not paid, and that sub-section 6 did not cast upon the purchaser the expense of procuring the certificate, it being evidence which formed part of the title itself.—COUNSEL, *W. M. Spence*; *Chadwyck Healey*. SOLICITORS, *Elborough & Dean*; *Pedley & Bartlett*.

R. S. C., 1883, ORD. 36, RR. 1, 3, 6—PRACTICE—MODE OF TRIAL.—In a case of *Gardner* v. *Jay*, before Pearson, J., on the 6th inst., a question arose as to the mode of trial of an action. The plaintiff alleged that the defendant was trustee for her of a sum of money, and that he had employed it in his business and refused to account to her. The plaintiff also alleged that the defendant had wrongfully detained some chattels belonging to her. And she claimed a declaration that the defendant was trustee of the money for her, and an account of the profits which he had made by its use. She also claimed the return of the chattels or damages. The plaintiff took out a summons asking that the action might be tried with a jury. PEARSON, J., held that, though one of the two causes of action was not among those which are assigned to the Chancery Division, the plaintiff had not an absolute right to a jury, and his lordship declined to exercise his discretion by ordering the action to be tried by a jury.—COUNSEL, *Higgins*, Q.C., and *Beddall*; *Cookson*, Q.C., and *Speed*. SOLICITORS, *Longcroft & Wade*; *Taylor, Hoare, & Co.*

WILL — AFTER-ACQUIRED PROPERTY — MARRIED WOMAN — MARRIED WOMEN'S PROPERTY ACT, 1882, SS. 1, 23—WILLS ACT (1 VICT. C. 26), S. 24.—In a case of *Stafford* v. *Stafford*, before Pearson, J., on the 9th inst., a question arose as to the effect of section 1 of the Married Women's Property Act of 1882, which provides, by sub-section 1, that "A married woman shall, in accordance with the provisions of this Act, be capable of acquiring, holding, and disposing, by will or otherwise, of any real or personal property as her separate property, in the same manner as if she were a *feme sole*, without the intervention of any trustee." And, by section 23, "For the purposes of this Act, the legal personal representative of any married woman shall, in respect of her separate estate, have the same rights and liabilities, and be subject to the same jurisdiction, as she would be if she were living." In the present case the wife of P. made her will on the 19th of January, 1884, by which, after making some specific bequests, she bequeathed all the rest, residue, and remainder of her estate

and effects. P. died on the 26th of January, 1884, having, by his will, bequeathed the residue of his property to his wife. The wife died on the 29th of January, 1884, without having re-executed or republished her will; and the question was whether the property which she took under her husband's will was disposed of by her own will. The question was whether the law as laid down by the House of Lords in *Willock* v. *Noble* (L. R. 7 H. L. 580), that the will of a married woman was, notwithstanding section 24 of the Wills Act, ineffectual to dispose of property which accrued to her after the death of her husband by virtue of his will or otherwise, has been altered by section 1 of the Act of 1882. PEARSON, J., held that there has been no alteration. He said that, looking at section 1 of the Act alone, his first impression was that it applied only to property which was acquired by a married woman while she was a married woman. It was only necessary to give a married woman a power of disposition by will during coverture, for the moment she became discovert, she could dispose of her property without the aid of the Act. This view was confirmed by the other sections of the Act, which pointed to something which was to be done by a married woman during coverture. The only other section which related to disposition by will was section 23, and that section could only refer to separate property, and there could be no separate property when the woman became discovert. Therefore, in his lordship's opinion, section 1 applied only to a disposition during coverture of property which the married woman then had. Consequently, as the will had not been re-executed after the death of the husband, it did not pass the property which she took under his will.—COUNSEL, *Lyttleton Chubb*; *R. Nevill*; *Methold*; *T. B. Napier*. SOLICITORS, *Kime & Hammond*; *Gregory, Rowcliffes, & Co.*

WILL—CONSTRUCTION—BANK SHARES—DUTY OF TRUSTEES TO CONVERT—DIRECTION TO CONTINUE INVESTMENT—CHANGE OF CONSTITUTION OF BANK.—In a case of *Bucknill* v. *Morris*, before Pearson, J., on the 5th inst., a question arose as to the duty of the trustees of a will to convert some shares in a banking company which formed part of the testator's estate. The testator, by his will, bequeathed the shares to trustees, upon trust to permit them to remain in their then state of investment, or with the consent of his wife and daughter during their lives to sell the same and invest the proceeds in certain other securities mentioned in the will. He gave his wife a life interest in the shares, with remainder to the daughter and her children. After the death of the testator the company was reconstituted, and was registered with limited liability under the Banking Companies Act of 1879, new shares of an altered amount being offered to the shareholders in place of the old ones. The trustees of the will accepted the new shares offered to them. The old shares which the testator had held were fully paid up; the new shares were liable to have a further amount called up while the company was a going concern, in addition to a liability in the event of the winding up of the company. The question was whether the trustees were authorized by the will to retain the new shares, or whether they ought to sell them and invest the proceeds in some of the other securities mentioned in the will. The widow desired to have the shares retained, because they produced a large income. PEARSON, J., held that, by reason of the alteration in the constitution of the company, and the different nature of the liability on the new shares, the shares were not in the same state of investment as at the time of the death of the testator, and that they ought to be sold. But he allowed the trustees a year for the purpose of making the sale.—COUNSEL, *Cozens-Hardy*, Q.C., and *Northmore Lawrence*; *Giffard*, Q.C., and *Rowden*. SOLICITORS, *Winter & Co.*; *Bell, Brodrick, & Gray*.

R. S. C., 1883, ORD. 36, R. 1—PRACTICE—MODE OF TRIAL—CHANGE OF VENUE—ACTION ASSIGNED TO CHANCERY DIVISION.—In a case of *Powell* v. *Cobb*, before Pearson, J., on the 6th inst., a question arose as to the change of the venue for the trial of the action. The action was brought to set aside some mortgages, on the ground of fraud and misrepresentation as to the value of a reversionary interest. In the statement of claim the plaintiff named Cardigan as the place of trial. After the defences had been delivered, but before issue had been joined, or notice of trial had been given, one of the defendants moved that the action might be tried in Middlesex before a judge without a jury. PEARSON, J., held that, though the application had been made before notice of trial had been given, it was not premature, because the plaintiff would have no power to alter by the notice of the trial the venue which he had selected. And, on the evidence, his lordship held that the balance of convenience was in favour of the trial being in London. He accordingly granted the application.—COUNSEL, *Cozens-Hardy*, Q.C., *Northmore Lawrence*, and *F. D. Smith*; *Cookson*, Q.C., and *Willis-Bund*; *Davey*, Q.C., and *Procter*; *Baines*; *Renshaw*. SOLICITORS, *Lumley & Lumley*; *D. Hughes*; *Janson, Cobb, Pearson, & Co.*; *Gush, Phillips, & Walters*.

COMPANY—GUARANTEE OF PROFITS BY VENDOR—APPLICATION OF MONEY PAID UNDER GUARANTEE.—In a case of *Richardson* v. *The English Spelter Company*, before Pearson, J., on the 6th inst., a question arose as to the application of money received by a company by virtue of a guarantee given by the vendors of the business of the company. By the agreement for the sale of the business to the company, the vendors guaranteed that the net profits of the company during each of the three years from the 1st of January, 1883, should amount to not less than £10,500, being ten per cent. on the company's capital of £105,000, and that, if there should be a deficiency in any of the first three years, the vendors should immediately after the same should have been ascertained, and notice given to them, pay the company, in trust for the members thereof, the amount of such deficiency. The company, instead of making profits, incurred loss, and the question arose whether the money paid by the vendors in pursuance of their guarantee—the amount paid being sufficient to provide a half-year's dividend at the rate of ten per cent. per annum—ought to be applied, as money of the company, in the first instance, in making good the loss, or whether the money was held in trust for the individual members, and should be applied in paying them a dividend. PEARSON, J., held that the money paid to make up the ten per cent. was not the money of the company, and he granted an injunction to restrain the directors from applying it otherwise than in the payment of a dividend. He considered that he was bound by the decision of the Court of Appeal in *In re South Llanharran Colliery Company* (L. R. 12 Ch. D. 503).—COUNSEL, *Davey*, Q.C., *Everitt*, Q.C., and *Russell Roberts*; *Sir Farrer Herschell*, S.G., *Macnaghten*, Q.C., and *R. S. Wright*; *Cozens-Hardy*, Q.C., and *Carson*. SOLICITORS, *Brook & Chapman*; *Paine, Son, & Pollock*.

PRACTICE—FORECLOSURE ACTION—PUISNE INCUMBRANCERS—SUCCESSIVE PERIODS OF REDEMPTION.—In the case of *Doble* v. *Manley*, before Chitty, J., on the 10th inst., being an action for foreclosure against a mortgagor and subsequent mortgagees, none of whom appeared, the plaintiff moved for judgment according to the statement of claim, which was to the effect that the subsequent mortgagees "were entitled" to the mortgages. The plaintiff asked that one time should be fixed for redemption by all the defendants, at the same time informing the court that Kay, J., in a similar case (*Davies* v. *Manley*, *ante*, p. 221), held that where a plaintiff stated that defendants "were entitled" to subsequent mortgages, there should be successive periods for redemption and foreclosure; but that where he stated that they "claimed to be entitled" there should be one time. CHITTY, J., after having consulted with Kay, J., and Pearson, J., said that they were of the unanimous opinion that, where the defendants did not appear, one time only should be fixed, whether the statement of claim alleged that the defendants were entitled to, or only that they claimed, mortgages. To fix several times was to make a decree as between co-defendants, which should not be granted except upon the request of a defendant. If any subsequent mortgagee appeared and claimed to have successive periods fixed, the court would have to consider whether he was entitled to them.—COUNSEL, *Solomon*. SOLICITORS, *Hubbard, Son, & Eve*.

PRACTICE—ADMINISTRATION—ORIGINATING SUMMONS—RIGHT TO ORDER FOR COMPLETE ADMINISTRATION—INFANTS—R. S. C., 1883, ORD. 55, R. 10.—In a case of *Alexander* v. *Calder*, before Pearson, J., on the 11th inst., a question arose as to the right to have an order for the general administration of the trusts of a settlement and a will made upon an originating summons. The summons was taken out on behalf of infants against the trustees (four in number) of the settlement and the will. The plaintiffs were entitled to about two-thirds of the property. On their behalf the court was asked to make an order for the general administration of the trusts, and this claim was supported by one of the trustees. It was opposed by the other three trustees and by the other beneficiaries. Affidavits were filed on the question whether it was desirable, under the circumstances, that an order for administration should be made, and some of the witnesses were cross-examined before the examiner. PEARSON, J., held that, notwithstanding the discretion given to the court by rule 10 of order 55, infants are entitled, as of course, to an order for the administration of property in which they are interested, without showing as a preliminary that any breach of trust has been committed. His lordship said that infants have a right to the protection of the court, and if in every case the court required proof in the first instance that there ought to be an order for administration, persons might be deterred by the fear of having to pay costs from coming forward as next friends to obtain the protection of the court for infants. In the present case it was admitted that there had been no breach of trust, and that the trustees had managed the property well and kept proper accounts, and they expressed their readiness to concur in taking the opinion of the court by summons on any point in the administration which might from time to time arise. PEARSON, J., nevertheless, made an order declaring that the trusts ought to be carried into execution under the direction of the court, and directing that certain specified accounts should be taken and inquiries made, in which, however, regard was to be had to the accounts already rendered by the trustees.—COUNSEL, *Cozens-Hardy*, Q.C., and *C. Browne*; *Higgins*, Q.C., and *Ashton Cross*; *Romer*, Q.C., and *De Castro*. SOLICITORS, *Surr, Gribble, & Co.*; *H. Kimber & Co.*

WILL—CONSTRUCTION—"SURVIVOR."—In an action of *In re Mortimer Griffiths* v. *Mortimer*, which came before Kay, J., on the 24th and 29th ult., and the 7th inst., a question arose as to the meaning of the word "survivors." A testator, by his will of the 30th of July, 1835, bequeathed to his sisters and brother as thereinafter named, in trust, to be invested in the Government or other good securities as his trustees should deem proper, and beyond which they were not to be responsible, to A. for her life the sum of £2,000, to B. for her life £1,500, to C. for her life £2,000, and to D. for his life £2,000, and in the event of either of the parties dying, and without child or children born in wedlock, then the legacy of the deceased was to be at once divided amongst the survivors. The will also contained a residuary bequest. Each of the parties died successively without leaving issue surviving, and D., the last survivor, never had any issue. The contest was between D. and the residuary legatee, as to which of them was entitled to the capital of the £2,000 bequeathed to the former for his life. KAY, J., said it was clear that the legacy of anyone who died went to the survivors—*i.e.*, the persons who then survived the deceased legatee—and when the second legatee died the legacy would go to the then survivors. That was according to the rule

that survivorship was referred to the time of division, so that in every case except the last, "survivors" meant the persons then surviving; and survivors included survivor. Could the word have any other meaning in the case of the last legatee? Nobody could survive the last legatee, and, therefore, it was impossible to allow him to take the capital of his own legacy on his death without giving the word a different meaning. This case was like *Nevill* v. *Boddam* (28 Beav. 554) and *In re Corbett's Trusts* (8 W. R. 257, Joh. 591), but the latter was a stronger case than the present, as the decision resulted in an intestacy. But in *Maden* v. *Taylor* (45 L. J. Ch. 569) Sir George Jessel, M.R., in a similar case allowed the last of several successive legatees to take upon his own death, thereby giving to the word "survivor" a different meaning from that which he had given to "survivors." That decision was followed in *Davidson* v. *Kimpton* (29 W. R. 912, L. R. 18 Ch. D. 213), where Fry, L.J., sought to get over the difficulty by construing the words "survivors or survivor" as "longest livers or longest liver," but as it was necessary to fix the period at which the longest liver was to be ascertained, that merely came back to the same thing; moreover, that decision could be supported on other grounds. His lordship, therefore, felt himself bound by the earlier cases of *Nevill* v. *Boddam* and *In re Corbett's Trust*, which were not cited in *Maden* v. *Taylor*, to hold that the last legacy went, in the events which happened, to the residuary legatee.—Counsel, *Pearson*, Q.C., and *Badcock*; *Hastings*, Q.C., and *Palmer*. Solicitors, *Crowder, Anstie, & Vizard*; *Blount, Lynch, & Petre*.

Company—Winding up—Voluntary or Compulsory—Validity of Resolution—Poll—How taken.—In *In re Chillington Iron Company*, which came before Kay, J., on the 6th inst., a question arose as to the right of the chairman of a company, when a poll is demanded, to direct it to be taken immediately, instead of adjourning the meeting. The petition was a creditor's petition for winding up the company, which was already in voluntary liquidation. The petitioner was content to accept a supervision order, but some of the unsecured creditors and contributories pressed for a compulsory order. They contended that a resolution which had been passed for a voluntary winding up was invalid, as a poll had been demanded, and the chairman had directed it to be taken there and then without adjourning the meeting, notwithstanding a protest from one of the shareholders present. The articles of the company provided that if a poll were demanded it should be taken in such manner as the chairman directed. Kay, J., said the contention was that the resolution was illegal, because the chairman was bound by common law to defer a poll to a general meeting, and that that was the universal custom. His lordship was not aware of any such custom; but in *In re Horbury Bridge Coal and Iron Company* (27 W. R. 433, L. R. 11 Ch. D. 109), there were *dicta* by the late Master of the Rolls and by the present Master of the Rolls which appeared to support that view. That, however, was not the point for decision, nor was the point decided, and no case on the subject was cited. But a case had been cited to his lordship—*Reg.* v. *D'Oyly* (12 Ad. & Ell. 139)—where, after considerable argument, Lord Denman held that the president of the meeting was the proper person to grant a poll, and that, in the absence of other business, it ought to be taken at once. That was a statement by an eminent judge of what, according to common law, was the proper course to be taken when a poll was demanded. It seemed to his lordship that the *dicta* which had been referred to were not law, and that it was impossible to hold the resolution illegal on the ground suggested. His lordship ordered that the voluntary winding up should be continued under supervision, and refused to give any costs to those who supported a compulsory order.—Counsel, *Phipson Beale*; *Pearson*, Q.C., and *Curtis Price*; *J. G. Wood*; *Hastings*, Q.C., and *Theobald*; *Borthwick*. Solicitors, *Pilcher*; *Pilgrim & Phillips*, for *Watson*, Sheffield; *Harvey & Capron*, for *Duke & Co.*, Birmingham; *Miller, Smith, & Bell*, for *Corser, Fowler, & Langley*, Wolverhampton.

Queen's Bench Division.

(Before Mr. Justice Field, at Chambers).

Feb. 3.—*Emanuel* v. *Kirk*.

Costs—Official solicitor—Guardian *ad litem*—Defendant of unsound mind—R. S. C., 1883, ord. 65, r. 13.

This action was brought to recover the price of jewellery sold by the plaintiff to the defendant. The writ was issued on the 30th of August, 1884, and was indorsed with a claim for £41 5s., the price of the goods, and £3 8s. for costs. The defendant was of unsound mind, not so found by inquisition, and on October 3, on the application of the plaintiff's solicitors, an order was made by the master in chambers assigning the official solicitor to be the guardian of the defendant, by whom he might appear and defend the action. This order was obtained without any previous communication with the official solicitor. Upon the order being served on him the official solicitor, according to the ordinary practice in such cases, entered an appearance for the defendant, and then made inquiries of the defendant's relations whether there was any defence to the action. From statements made to him the official solicitor was led to believe that the defendant might have been of unsound mind when he purchased the goods, and a statement of defence was delivered. In consequence, however, of the absence in Australia of a medical man, evidence of the defendant's insanity at the time of the purchase could not be obtained, and an offer was made to withdraw the defence on payment of the costs of the official solicitor. The plaintiff's solicitors refused to pay the costs, though they said that they should have been willing to pay the costs of entering the appearance and investigating the matter, and they offered to consent to an order if the official solicitor would undertake not to require payment of his costs until the plaintiff had recovered them from the defendant.

A summons was taken out by the official solicitor for leave to withdraw the defence. The summons was referred to the judge in chambers.

A. Cook, for the summons.

Field, J., made an order that the statement of defence be withdrawn, and that the plaintiff should be at liberty to sign final judgment for the amount claimed as for default of defence, with costs to be taxed, and that the plaintiff should pay to the guardian *ad litem* his taxed costs of the action and of the application, with liberty for the plaintiff to add those costs to his own.

Solicitors, *Emanuel & Simmonds*; *Official Solicitor*.

BANKRUPTCY CASES.

Bankruptcy—Bill of Exchange—Specific Appropriation of Remittances—Double Insolvency—Rule in Ex parte Waring.—In a case of *Ex parte Dever*, before the Court of Appeal on the 6th inst., a question arose as to the application of the rule laid down in the well-known case of *Ex parte Waring* (19 Ves. 345). A firm of bankers in London, on the 15th of September, 1882, granted to a firm of merchants in Ceylon a letter of credit, which authorized the Ceylon firm "to draw on us at three, four, or six months' sight for any sums not exceeding £10,000 at one time, such draft or drafts to be covered within two, three, or five months (according as they have been issued at three, four, or six months) by your remittances on good London houses, with bills of lading and invoices of the produce to which such remittances refer attached. And we hereby agree with you, and also, as a separate engagement, with the *bond fide* holders respectively of the bills drawn in compliance with the terms of this credit, that the same shall be duly accepted on presentation, and paid at maturity." According to the course of dealing between the two firms commission was payable to the bankers upon their acceptances under the letter of credit, and, when the remittances sent as cover for the drafts matured later than the drafts accepted, interest was debited by the bankers against the Ceylon firm from the date of the maturity of the acceptances to that of the maturity of the remittances; while, on the other hand, when the remittances matured earlier than the acceptances, interest was credited to the Ceylon firm. In all cases the bankers dealt with the remittances as they thought most expedient, and the proceeds were paid into their general banking account. On the 4th of October, 1883, the bankers stopped payment, and on the 9th of October they filed a liquidation petition, under which a trustee of their property was afterwards appointed. At the commencement of the liquidation bills to a large amount which they had accepted for the Ceylon firm under the letter of credit were current, and against those acceptances they had received various remittances from the Ceylon firm, but two only of the remitted bills remained *in specie*. After the commencement of the liquidation the trustee received two more bills, which had been remitted by the Ceylon firm before they knew of the stoppage of the bankers. As soon as the Ceylon firm knew of the stoppage they also stopped payment, and no more remittances were forwarded. The letters which accompanied the remitted bills always described them as remitted as cover for particular acceptances mentioned in the letters. The Ceylon firm consisted of two partners, one of whom was of unsound mind. He resided in Germany. The other partner, in November, 1883, procured himself to be adjudicated insolvent by the proper court in Ceylon, and under this insolvency an assignee was appointed. The insolvent deposed that "my estate, and also the estate of my firm, so far as legally can be, is now being administered and wound up under the insolvency." This evidence was not contradicted. Mr. Registrar Pepys held that, under the circumstances, the rule in *Ex parte Waring* applied, and that the proceeds of the four remitted bills which were *in specie* must be applied in payment of the particular acceptances to cover which they had been remitted. This decision was affirmed by the Court of Appeal (Brett, M.R., and Cotton and Lindley, L.JJ.). It was contended that *Ex parte Waring* did not apply, because there was not a double insolvency, only one partner in the Ceylon firm being insolvent. The court held, on the authority of *Barker* v. *Goodair* (11 Ves. 78), that the trustee in the Ceylon insolvency would be legally entitled to administer, and would be bound to administer, the joint estate of the Ceylon firm, and that, consequently, the estate of that firm was under a forced administration. Therefore, *Ex parte Waring* applied. The court also held, on the construction of the letter of credit, as confirmed by the subsequent letters, that the remitted bills were specifically appropriated to meet the particular acceptances to cover which they were remitted, and there was not a merely general appropriation of the remittances to meet all the acceptances. It was contended that the course of dealing between the two firms, especially with regard to the payment of interest, showed that the bankers were entitled to deal with the remittances when they received them as their own property, and that, therefore, there was no specific appropriation to found an application of the rule in *Ex parte Waring*. The court, however, held that this course of dealing would not have affected the rights of the drawers of the bills, if they had remained solvent, to require, upon the insolvency of the acceptors, that the remittances which remained *in specie* should be applied in meeting the acceptances, or upon retiring the acceptances to have those remittances delivered back to them. Cotton, L.J., said that the question was whether, at the moment of the bankruptcy, the bankrupt, in whose hands the remittances were, was entitled to apply them in any way he pleased. It might well be that, so long as he was solvent, he was, by mercantile usage and a course of dealing, entitled to apply the proceeds of the remittances in any way he pleased to his own benefit. But it

by no means followed that, at the moment when he became unable to meet his acceptances, the remittances which remained *in specie* were not subject to an equity in favour of the drawers to be applied in meeting the acceptances. If the drawer had remained solvent he would have been entitled to have the remittances which remained *in specie* handed over to him on his meeting the acceptances.—COUNSEL, *Cohen*, Q.C., and *Sidney Woolf*; *Winslow*, Q.C., and *A. C. Nicoll*. SOLICITORS, *Roberts & Barlow*; *Clarke, Rawlins, & Co.*

CASES AFFECTING SOLICITORS.

SOLICITOR AND CLIENT—AGENCY—FRAUD OF TOWN AGENT—LIABILITY FOR LOSS.—In the case of *Re Asquith*, *Asquith* v. *Asquith*, before Chitty, J., on the 30th ult. and 6th inst., a motion was made by a Mr. Newsome that Mr. Ibberson, a solicitor, should be ordered to pay into court a sum of £270. It appeared that, the action being one for the administration of the estate of a deceased testator, part of the estate, consisting of land at Mirfield, Yorkshire, was directed by the court to be sold, and Mr. Ibberson, of Dewsbury, was employed as solicitor in the sale. The land was purchased by Mr. Newsome, and Mr. Newsome's solicitors paid the balance of the purchase-money, after previous payment of the auctioneer's deposit — viz., £270, to Mr. Ibberson, by an uncrossed cheque drawn by Newsome to Mr. Ibberson or his order. Mr. Ibberson sent the cheque to his London agents, and one of them misappropriated the proceeds of the cheque. The question was, which of the two innocent parties should bear the loss? The purchaser's contention was that his solicitors handed the cheque to Mr. Ibberson for payment into court. Mr. Ibberson, however, said the purchaser's solicitors gave the cheque to him, not as a paid agent, but for him gratuitously, and, as a matter of convenience, to transmit to his London agents, who were to pay it into court. He contended that he had discharged any duty he had undertaken. It was admitted that nothing improper could be imputed to Mr. Ibberson, and it was also admitted that, in the ordinary course of things, the procedure adopted would have saved expense. CHITTY, J., said the question was, which of two innocent persons, Mr. Newsome, the purchaser, or Mr. Ibberson, the solicitor, should suffer for the fraud of the London agent. The question was, what was the scope of the employment of Mr. Ibberson. Was he employed merely to transmit the money to the agents, or was he employed as solicitor for Mr. Newsome in the particular matter, with the right to make the usual proper charges against Mr. Newsome for the transaction of the business? The evidence showed that the question of fact must be answered by holding that Mr. Ibberson was employed as solicitor for Mr. Newsome, with a right to charge him. In coming to that conclusion, he had paid due regard to the cheque, the receipt, and the affidavits. It followed that Mr. Ibberson was liable. There was no employment of the London agent by Mr. Newsome. He was simply town agent of Mr. Ibberson. It was settled law that there was no privity between the client and the town agent, and that the solicitor was responsible to the client for the acts of the town agent. [*Ex parte Jones*, 2 Dow. P. C. 161; *Gray* v. *Kirby*, 2 Dow. P. C. 601; *Cobb* v. *Becke*, L. R. 6 Q. B. 930; and Cordery on Solicitors, p. 156.]—COUNSEL, *F. R. Norton*; *S. Hall*. SOLICITORS, *Ridsdale & Son*, for *Chadwick & Sons*, Dewsbury; *Chester & Co.*

NOTTINGHAM ASSIZES.

(Before DENMAN, J.)

Feb. 9.—*Foottit* v. *Bartlett*.

The plaintiff, a solicitor of Newark, sued the defendant, his late managing clerk, for a breach of agreement not to practise within twenty miles of Newark. He claimed £500 liquidated damages and an injunction. The defendant said that he had not, in fact, made such an agreement, and that if he had it was without consideration. The plaintiff, in 1880, engaged the defendant verbally as his managing clerk. According to the one story nothing was said about the defendant not practising on his own account; according to the other the defendant, during the course of the negotiations, expressed his willingness to make such an arrangement. A month after the commencement of the service a written agreement was drawn up and signed by the defendant by which he engaged not to practise independently in Newark or the neighbourhood without Mr. Foottit's consent. He now contended that he was not bound by this stipulation, because it introduced a new and onerous term into his contract without any consideration, and that, therefore, his service was on the terms originally agreed to by word of mouth, and not on those contained in the writing.

Mellor, Q.C., and *Horace Smith* were for the plaintiff.

Harris and *Hextall* were for the defendant.

DENMAN, J., left it to the jury to say whether, before the commencement of the engagement, there was an agreement on the part of the defendant not to practise.

The jury found for the plaintiff, and judgment was given for £500 and an injunction.—*Times*.

LAW STUDENTS' JOURNAL.

INNER TEMPLE.

At the February examination on the subjects in which instruction has been given by the tutors of the inn the masters of the bench have awarded pupil scholarships of 100 guineas each to the undermentioned students:—Common Law, Mr. P. G. S. Payne; Equity, Mr. A. J. Walter; Real Property Law, Mr. E. E. H. Brydges.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. J. Anderson Rose in the chair. The other directors present were Messrs. S. Hurry Asker (Norwich), H. C. Beddoe (Hereford), W. Beriah Brook, S. Harris (Leicester), Edwin Hedger, R. E. Mellersh (Godalming), R. Pennington, Philip Rickman, Hy. Roscoe, C. T. Saunders (Birmingham), Sidney Smith, F. T. Veley (Chelmsford), Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £140 was distributed in grants of relief, two new members were admitted to the association, and other general business was transacted.

NOTTINGHAM INCORPORATED LAW SOCIETY.

At the annual general meeting of the members of this society, held at the Grand Jury Room, Town Hall, Nottingham, on the 30th ult., the president (W. Bryan, Esq.) in the chair, it was resolved:—"That the annual report of the council be taken as read." "That such report be received and adopted." "That the council be instructed to communicate with the Nottingham borough magistrates, requesting them to discontinue their present practice of ascertaining the previous convictions against a defendant before deciding on the merits of the particular charge against him." "That this society recommends solicitors practising in the county court at Nottingham to appear robed, commencing at the court to be held on the 9th of March, 1885." "That reports taken from the library may be retained for a period not exceeding fourteen days, and any member keeping any reports beyond that time shall, in respect of each volume, be subject to a fine of twopence per week or portion of a week until the same is returned." "That the thanks of this society be given to the president and council for their services during the past year."

The following gentlemen were elected to the undermentioned offices for the ensuing year:—President, Samuel George Johnson; Vice-President, John Martin; Treasurer, James Trevelyan Ward; Secretary, Arthur Williams; Council, Arthur Barlow, Arthur Browne, Samuel Brittle, Richard Enfield, William Hugh Stevenson, Henry Roby Thorpe, Percy Philip Truman, and Henry Wing; Auditors, Ebenezer Cartwright and George Hammond Neville.

The following are extracts from the report of the council:—

Members.—The present number of members is 109; the number last year being 105.

Bankruptcy Act, 1883.—The council having viewed with great dissatisfaction, in common with the rest of the profession, the manner in which solicitors have been excluded from a reasonable remuneration for the work which devolves upon them in the administration of bankruptcy law, is glad to inform the society that action has been taken by the Incorporated Law Society, U.K., with a view to procure the establishment of a scale of charges which will restore in some degree the system of proper remuneration to the profession for work done. The Lord Chancellor having asked for the views of the provincial law societies upon this scale, the council has considered the same and expressed its strong approval thereof, and they therefore trust that in a few weeks the scale will be authorized.

Chancery Chambers Committee.—The Lord Chancellor having appointed a committee to consider the present rules as to the distribution and arrangement of business in court and chambers in the Chancery Division, this society (amongt others) was referred to for its opinion as to the best means for facilitating the prosecution of chancery business in the district registries. In answer, the council strongly urged the desirability of extending the authority and jurisdiction of the district registrar, and assimilating the procedure before him to that which at present obtains before the chief clerk.

In an appendix to the report, containing resolutions of the council on points of practice, we find the following resolution:—"That it be a recommendation to the profession on a sale by a mortgagor to provide by a special condition that the cost of the production to the purchaser of the mortgage and other deeds shall be borne by the vendor."—*9th April*, 1884.

OBITUARY.

MR. CHARLES TAHOURDIN.

Mr. Charles Tahourdin, solicitor (of the firm of Tahourdin & Hargreaves), of 1, Victoria-street, Westminster, died on the 11th inst. from bronchitis, at his residence, 29, Cleveland-gardens, Hyde-park, in his eightieth year. Mr. Tahourdin, who was a descendant of one of the oldest Huguenot families, served his articles partly with his father, Mr. Peter Tahourdin, for many years in Lincoln's-inn-fields, and partly with Mr. Fairthorn, of St. Albans. He was admitted a solicitor in 1830, and practised for many years in partnership with the late Mr. James Scott, at 11, Lincoln's-inn-fields. He, subsequently, on the dissolution of his partnership with Mr. Scott, transferred his practice in 1862 to Westminster, where, in partnership with his sons, the late Mr. Harry Tahourdin and Mr. René James Tahourdin, he carried on a considerable parliamentary and general practice. On the death of his son, Mr. Harry

Tahourdin, in 1872, Mr. Thomas Rowland Hargreaves was admitted into the firm, and in 1882 Mr. Edward Tahourdin, another son of the deceased gentleman, was added to its members. Mr. Tahourdin had been in practice upwards of fifty-four years, and was one of the oldest practising solicitors in London. The business will be carried on by his surviving sons, Mr. René James Tahourdin and Mr. Edward Tahourdin, and Mr. Hargreaves.

MR. CHARLES HENRY CRAIG.

Mr. Charles Henry Craig, B.A., LL.B., the senior partner in the firm of Craig & Perkins, of Guildford, solicitors, died of consumption at the residence of his brother-in-law, Mr. J. Merrick Head, of Reigate, on the 4th inst., in the thirty-ninth year of his age. Mr. Craig was an Irishman by birth, being the son of the Rev. George Craig, formerly rector of Aghanloo in the county of Derry. He was educated at Trinity College, Dublin, where he took degrees in arts and laws. Admitted a solicitor in 1876, he practised for a short time at Redhill, Surrey, and in 1879 purchased the old-established conveyancing and general practice of the late Mr. Thomas Acres Curtis, of Guildford, who died in the early part of that year. By those who knew him, whether in his professional capacity or in private life, Mr. Craig was much liked and respected, being invariably courteous in his demeanour and an exceptionally pleasant companion. For some time his health had been failing, and for upwards of a year previously to his death he was assisted in his business by Mr. W. J. Perkins, with whom he entered into partnership some months ago. His remains were buried at the Reigate Cemetery on the 10th inst.

SIR THOMAS NELSON.

Sir Thomas James Nelson died suddenly at his residence, The Grove, Hampton Wick, on the 9th inst. Sir T. J. Nelson was the son of Mr. Thomas Nelson, of Mark-house, Walthamstow, and was born in 1826. He was educated at the City of London School. He was admitted a solicitor in 1848, when he commenced to practise in Laurence Pountney-hill as a member of the firm of Lowless & Nelson. In 1862 he was elected City Solicitor, in succession to the late Mr. Charles Pearson, and he held that office till his death. He had represented the corporation in many important actions, including *Commissioners of Sewers* v. *Glasse* (the Epping Forest case), *Robarts* v. *Corporation of London*, and *Cox* v. *Mayor of London*, and other cases involving the question of the right of foreign attachment. On three occasions (during a vacancy in the office) he officiated as remembrancer of the Corporation. In 1880 he received the honour of knighthood in recognition of services in the preservation of Epping Forest. He afterwards rendered valuable aid in securing the preservation of Burnham Beeches and Coulsdon Common. Sir T. Wilson was a commissioner of lieutenancy for the City of London, a magistrate for the borough of Kingston-upon-Thames, and chairman of the Hampton Wick Local Board, and of the Lower Thames Valley Drainage Board. He was also a governor of the Foundling Hospital and Emmanuel Hospital, and he had filled the office of master of the Weavers' Company. Sir T. Nelson was married to the daughter of Mr. William Mullens, and he leaves five sons and three daughters.

LEGAL APPOINTMENTS.

Mr. Frederick Scholfield Capes, solicitor, of Harrogate, Knaresborough, and Boroughbridge, has been appointed Clerk to the Boroughbridge Burial Board. Mr. Capes was admitted a solicitor in 1881.

Mr. Richard Neville White, solicitor, of Long Buckby, has been appointed Clerk and Solicitor to the Long Buckby School Board, in succession to Mr. Richard Francis Leake, resigned.

Mr. Ernest Edward Johnson, solicitor, of Lowestoft, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Sir William Wedderburn, Bart., of the Bombay Civil Service, has been appointed to act as a Judge of the High Court of Judicature of Bombay.

Mr. Charles Jerom Murch, barrister, has been appointed Senior Prosecuting Counsel to the Post Office on the Western Circuit, in succession to the late Mr. Henry Thomas Cole, Q.C. Mr. Murch is the son of Mr. Jerom Murch, of Bath. He was educated at University College, London, and graduated B.A. at the University of London in 1852. He was called to the bar at the Inner Temple in Trinity Term, 1855, and he practises on the Western Circuit, and at the Somersetshire, Bath, and Bristol Sessions. Mr. Murch is recorder of the boroughs of Barnstaple and Bideford, and he has been for several years a revising barrister.

Mr. Lawrence Morton Brown, barrister, has been appointed Recorder of the Borough of Cheltenham, in succession to Mr. James Fallon, deceased. Mr. Brown is the son of Dr. Brown, of Cheltenham. He is an LL.M. of St. John's College, Cambridge, and he was called to the bar at the Inner Temple in April, 1877. He practises on the Oxford Circuit, and at the Staffordshire and Gloucestershire Sessions.

Mr. Blomfield Burnell, solicitor, of 10, Fenchurch-buildings, has been elected Chairman of the Tithes Committee in the Court of Common Council. Mr. Burnell was admitted a solicitor in 1835. He is deputy for Aldgate Ward, and clerk to the justices of the Tower Division.

Mr. George Frederick Beaumont, solicitor (of the firm of Beaumont & Son), of Coggleshall, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Samuel Wiggins, solicitor (of the firm of Miller, Wiggins, & Naylor), of 6, Copthall-court, and of Brighton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Andrew Malcolm Bateson, solicitor (of the firm of Bateson & Hutchinson), of Ripon, Harrogate, and Pateley Bridge, has been appointed a Notary Public.

Mr. Robert William Griffith, solicitor (of the firm of Griffith & Corbett), of Cardiff, has been appointed Chapter Clerk of Llandaff Cathedral, in succession to Mr. William Charles Luard, deceased. Mr. Griffith was admitted a solicitor in 1863.

Mr. Frederick Corbett, solicitor, of Worcester and Bromsgrove, has has been elected President of the Worcester and Worcestershire Incorporated Law Society for the ensuing year. Mr. Corbett was admitted a solicitor in 1865.

Mr. Frederick Jones, solicitor, of 8, Serjeants'-inn, Fleet-street, London, and Elstree, Herts, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Samuel Watson, solicitor (of the firm of Watson, Sons, & Room), of Bouverie-street, Fleet-street, and Hammersmith, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Watson was admitted a solicitor in 1860.

Mr. Henry Windybank, of 63, Finsbury-pavement, E.C., solicitor, has been unanimously elected Chairman of the Law and City Courts Committee of the Corporation of the City of London.

DISSOLUTION OF PARTNERSHIP.

George Tash Tweed and Charles Allington Gardner Hayward, solicitors, Honiton and Portsmouth (Tweed & Hayward). Dec. 19. [*Gazette*, Feb. 10.]

LEGAL NEWS.

During the sitting of a Queen's Bench court on the 10th inst., a case on the list was reached which, it appeared, could not be proceeded with, owing to the absence of the plaintiff's counsel. The plaintiff, having mentioned this to Stephen, J., asked that the case might be commenced by himself or by his solicitor pending the arrival of his counsel, but his lordship reminded him that the latter had no right of audience. The plaintiff then said he felt some diffidence in undertaking the duty himself, as there were points of law involved with which he felt hardly competent to deal, and he hoped his lordship, therefore, would allow the case to be adjourned upon his paying the costs of the day. His lordship, however, was of opinion that such a course was not fair to the defendant, who had committed no fault, and he allowed the case to stand over for a few minutes in the hope that the learned counsel might appear. Ultimately it was stated to his lordship that the learned counsel in question was actually engaged in another court, and the parties had agreed to the case being postponed. The learned judge, in assenting to this course, took occasion to express a strong opinion that it was the duty of counsel, if unable to attend to a case in which he had accepted a brief, to have his brief read by some other counsel beforehand, who might conduct the case for him, and so prevent a state of things which not only inconvenienced the court, but might be prejudicial to the interests of the client. He was strongly of opinion that the present division of the two branches of the profession was to the public benefit, but such a division could not be maintained if clients were made to suffer by the absence of their counsel. Commenting on this, the *Times* says:—"The incident of yesterday is one of the many indications that the constitution of the legal profession does not quite square with modern notions and requirements. Mr. Justice Stephen is strongly of opinion that the present division of the two branches of the profession is to the public benefit; but he is convinced that it could not be maintained if clients were to suffer from the absence of their counsel. There is a growing suspicion, hardening in more quarters than one into conviction, that this evil and several others cannot be abated while the division exists. To go no further than the incident in his court yesterday, is it not absurd that the plaintiff's solicitor should be tongue-tied, and that his case should be adjourned? And what is to prevent the recurrence of the absurdity while the present division subsists? The existing system may be admirably suited for the conduct of very important litigation; there division of labour, with all its advantages, may be most expedient. But the sub-division which would answer in a mill with a thousand hands may be out of place in a small business; and the distribution of duties which would be advisable in a case of the first magnitude may be quite unsuitable in disputes of small consequence. There will always be room, we may be sure, for the eloquent advocate and trained lawyer, and in all cases of real importance their services will be enlisted. Our chief counsel would continue to hold their present positions of distinction, whatever changes in the relations of the two branches of the profession were made; they would stand out from the legal crowd just as Mr. Evarts does in New York. One cannot help noting that in other professions and businesses the tendency is to squeeze out all middlemen, to cut down their remun-

eration or to dispense with them altogether, and to bring into direct contact those who wish any service performed with those who actually perform it. The rule in the world of business is to employ only one man where one will suffice. Can the legal profession long escape the operation of this tendency? Can it for ever retain a division which, if sometimes advantageous, is often undoubtedly productive of expense and inconvenience? The incident of yesterday gives new point to these questions, which have ceased to be purely speculative in their character, and which cannot be indefinitely pushed aside."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Feb. 16	Mr. Clowes	Mr. King	Mr. Ward	Mr. Lavie
Tuesday ... 17	Koe	Merivale	Pemberton	Pugh
Wed..... 18	Carrington	King	Ward	Lavie
Thursday.. 19	Jackson	Merivale	Pemberton	Pugh
Friday 20	Pugh	King	Ward	Lavie
Saturday .. 21	Lavie	Merivale	Pemberton	Pugh

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Feb..... 16	Mr. Teesdale	Mr. Koe	Mr. Jackson
Tuesday 17	Farrer	Clowes	Carrington
Wednesday 18	Teesdale	Koe	Jackson
Thursday 19	Farrer	Clowes	Carrington
Friday 20	Teesdale	Koe	Jackson
Saturday 21	Farrer	Clowes	Carrington

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

IRWELL INDIA RUBBER AND GUTTA PERCHA WORKS, LIMITED.—Petition for winding up, presented Feb 2, directed to be heard before Bacon, V.C., on Feb 14. Godden and Co, Old Jewry, solicitors for the petitioner

ISLE OF WIGHT TRADING COMPANY, LIMITED.—Petition for winding up, presented Feb 4, directed to be heard before Kay, J., on Feb 20. Lindo and Co, Coleman st, solicitors for the petitioner

[*Gazette*, Feb. 6.]

C. A. WALTER AND COMPANY, LIMITED.—Petition for winding up, presented Feb 10, directed to be heard before Bacon, V.C., on Feb 21. Hollams and Co, Mincing lane, solicitors for the petitioner

MAIL, EXPRESS, AND NEWS AND GENERAL PUBLISHING AND PRINTING SYNDICATE, LIMITED.—By an order made by Kay, J., dated Jan 30, it was ordered that the syndicate be wound up. Thomas, Cannon st, solicitor for the petitioner

[*Gazette*, Feb. 10.]

UNLIMITED IN CHANCERY.

PLYMOUTH, DEVONPORT, AND DISTRICT TRAMWAYS COMPANY.—Petition for winding up, presented Feb 2, directed to be heard before Chitty, J., on Saturday, Feb 14. Crowder and Co, Lincoln's inn fields, agents for Rooker and Co, Plymouth, solicitors for the petitioner

[*Gazette*, Feb. 6.]

No. 1 PERMANENT MONEY SOCIETY, DARLASTON.—Petition for winding up, presented Feb 9, directed to be heard before Kay, J., on Feb 20. Indermaur and Brown, Chancery lane, agents for Corbett, Birmingham, solicitor for the petitioner

[*Gazette*, Feb. 10.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

VICTOR ENGINEERING COMPANY, LIMITED.—By an order made by the Vice Chancellor, dated Jan 13, it was ordered that the company be wound up. Carruthers, Liverpool, solicitor for the petitioners

UNLIMITED IN CHANCERY.

ST. MICHAEL'S PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Feb 5, directed to be heard before the Vice Chancellor on Monday, Feb 16, at 10.30, at St George's Hall, Liverpool. Cobbett and Co, Manchester, solicitors for the petitioner

[*Gazette*, Feb. 6.]

FRIENDLY SOCIETIES DISSOLVED.

PROVIDENT AND ANNUITANT SOCIETY, Townhall, Hoddesdon, Hertford. Feb 3

[*Gazette*, Feb. 6.]

KENT LODGE OF DRUIDS' PHILANTHROPIC INSTITUTION, Roebuck Inn, Week st, Maidstone, Kent. Feb 6

UNITED BUFFALO SICK AND FUNERAL FRIENDLY SOCIETY, Gibraltar Tavern, St George's rd, Southwark. Feb 5

[*Gazette*, Feb. 10.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BEARDMORE, THEOPHILUS, Wolstanton, Staffordshire, retired Innkeeper. March 3. Robert McLachlan, 108, Broad st, Hanley

BLAGDEN, SOPHIA, Chase Side, Southgate. March 2. Howard and Shelton, Threadneedle st

CADBY, CHARLES, Hammersmith rd, Pianoforte Manufacturer. March 25. Mott and Dent, Bedford row

CARTER, ROBERT, Belsize rd, Gent. March 14. Bell and Co, Bow Churchyard

CLEGG, EDMUND, Rochdale, Wool Dealer. March 17. Jacksons and Godby, Rochdale

CLEGG, ELIZABETH, Rochdale. March 17. Jacksons and Godby, Rochdale

DURRANT, ROBERT CORNWELL PARKER, Mayfield, Sussex, Farmer. March 25. Sprott, Mayfield

EMERSON, HENRY, Brigg, Lincoln, Merchant. March 1. Sowter, Brigg

ENTWISTLE, RICHARD, Over Darwen, Lancaster, Retired Grocer. March 2. Costeker, Over Darwen

FELL, THOMAS VARLEY, Bentham, York, Truss Maker. March 2. Thompson, Bentham

FIELDER, ALFRED, Brentwood, Essex, Brewer. March 25. Baddeley, Leman st

FLARTEY, MARY ANN, Plumstead, Kent. March 25. Sutherland, Woolwich

FORMAN, FRANCES, Stratford, Essex. March 14. Reader, Strand

FRASER, JOHN MATHISON, Palace Houses, Bayswater Hill. March 10. Flux and Co, East India avenue

HARRIS, ANNIE FRANCES, Margate, Kent. March 1. Druces and Co, Billiter sq

HOOKER, GEORGE SEWER, Ossulston st, Euston rd, Licensed Victualler. Feb 28. Phillips, Gresham st

JACKSON, THOMAS, Warton, Lancaster, Labourer. May 1. Whitaker, Lancaster pl, Strand

LAWRENCE, Sir GEORGE ST PATRICK, K.C.S., I.C.B., Kensington Park gdns. March 1. Crowdy and Co, Serjeant's inn, Fleet st

LOMAX, ANDREW, Over Darwen, Lancaster, General Dealer. March 2. Costeker, Over Darwen

MORRIS, ESTHER, Leamington Priors, Warwick. March 14. Woodcock and Co, Coventry

NICHOL, JAMES, Kingmoor, Cumberland, Yeoman. March 1. Bendle, Carlisle

PATEN, ROBERT BANTING, St Albans, Herts, Artesian Well Engineer. March 10. Flux and Co, East India avenue

PIPER, GEORGE, Heathfield, Sussex, Bricklayer. March 25. Sprott, Mayfield

READ, THOMAS, Woodford, Essex, Esq. March 18. Clarke and Co, Gresham House, Old Broad st

REDMAN, FREDERICK, Torriano avenue, Kentish Town, Gent. March 16. Finch and Co, Gray's inn sq

ROGERS, WILLIAM, Hackney Wick, Indiarubber Merchant. March 16. Pidcock, Church Hill, Woolwich

ROWE, JOHN, Bristol, Commercial Traveller. March 1. Sibly and Dickinson, Bristol

SMALE, SUSANNAH, Moccas cottages, Kentish Town rd. Feb 22. Cooper and Walker, Birchin lane

SMITH, ALPHEUS, Derby, Gent. April 1. Sale and Mills, Derby

SMITH, CHARLOTTE, Archer st, Westbourne grove. Feb 28. Stoker, Gray's inn sq

STOCKHAM, GEORGE, Carey st, Lincoln's inn fields, Musical Bell Manufacturer. March 14. Reader, Strand

SUDSBURY, HENRY JOHN, Tewkesbury rd, Stamford Hill, Brickmaker. March 21. Greaves and Todd, South sq, Gray's inn

TAYLOR, JOHN GEORGE, Broughton, Lincoln, Farmer. April 1. Goy and Cross, Barton upon Humber

WARNER, MARIA, Prince of Wales terr, Kensington. March 10. Sewell and Edwards, Old Broad st

WATSON, NANCY, Gloucester sq, Hyde Park. March 25. Mott and Dent, Bedford row

YOUHILL, WILLIAM, Laceby, Lincoln, Farmer. March 14. Stephenson and Mountain, Great Grimsby

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BISSON, FRANCIS PERRONET, Anerley, Surrey, Gent. March 5. Steavenson and Couldwell, Gracechurch st

BOBLAND, JOHN, Raysville, Jackson County, Ohio, U.S.A. March 7. Marsland and Co, Chancery lane

BOWES, THOMAS, Monkend, Croft, York, Esq. Feb 28. Bowes, Darlington

BRIGSTOCKE, WILLIAM BENETT PLAYER, Inner Temple, Barrister at Law. March 18. Ratcliffe, Ryde

BUCKINGHAM, WILLIAM, Forest Gate, Essex, Gent. April 2. Blachford and Co, Abchurch lane

BURKE, EDMUND, Avenue rd, Esq. March 10. Guscotte and Co, Essex st, Strand

BYRNE, JAMES JOSEPH, Liverpool, Grocers' Outfitter. Feb 24. Lynch and Teebay, Liverpool

CLEUGH, GEORGE, Gateshead, Durham, Gent. March 16. Elsdon and Dransfield, Newcastle on Tyne

DUGA, MARY ANN, St Mary's sq, Paddington. March 12. Fox, St Mary's sq

FAIR, THOMAS, Upton Park, Essex. March 21. Taylor and Co, Field ct, Gray's inn

FARRAR, HENRY, Halifax, Grocer. March 20. Woodcock and Sons, Haslingden

FENTON, MARY EMMA, Great Malvern. March 9. Laycock and Co, Huddersfield

FOARD, JOHN, Iping, Sussex, Farmer. March 7. Albery and Lucas, Midhurst

FOWLER, ELIZABETH, Norfolk terrace, Wood Green. March 14. Stock, Queen Victoria st

HAWTHORN, ARTHUR PHILIP, Lime st sq, Merchant. March 21. Freshfields and Williams, Bank bldgs

JONES, WILLIAM HENRY, Plas Mynach, nr Barmouth, Merioneth, Gent. March 9. Peacock and Co, Liverpool

MALPUSS, ELIZABETH, Bushton, Cliffe Pypard, Wilts. March 31. Merrimans and Gwillim, Marlborough

MERRETT, CHARLES, Turret grove, Clapham, Gent. March 2. Jones and Co, Lancaster pl, Strand

MOON, JOHN, Knottingley, York, Vessel Owner. March 21. Carter and Atkinson, Pontefract

MUNDY, Sir GEORGE RODNEY, Knight, Chesterfield st, Mayfair. April 30. Abbott and Co, New inn, Strand

OXLEY, JOHN RANSOME, Sudbury, Suffolk, Chemist. Feb 28. Bates, Sudbury

PEARDON, THOMAS, Marylebone rd, Gent. March 23. Howard, Gray's inn sq

PITFIELD, MARTHA FOWLER, Winsham, Somerset. March 20. Clarke and Lukin, Chard

ROCHE, JOHN PHILIP, Stafford terrace, Kensington, General in her Majesty's Army. March 14. Parkin and Woodhouse, New sq, Lincoln's inn

SANGSTER, DAVID JAMES KILGOUR, Dover, Retired Major in her Majesty's Army. March 14. Shum and Co, Theobald's rd, Gray's inn

SARD, ANN, Camberwell New rd. April 6. Hockley, Ludgate hill

SHAW, WILLIAM, Thornton, Lancaster, Farmer. March 31. Dickson, Blackpool

SMITH, ELIZABETH MARY, Tachbrook st, Pimlico. March 15. Randolph, Chancery lane

STEVENS, HARRIOTT, Amersham vale, Deptford. March 13. Hulbert, Coleman st

STROTHER, ARTHUR, Paddington, Liverpool, Licensed Victualler. March 12. Bremner and Co, Liverpool

USHER, SARAH, Newcastle upon Tyne. March 16. Elsdon and Dransfield, Newcastle upon Tyne

WATSON, BENJAMIN, Findern, Derby, Gent. April 2. Sale and Mills, Derby

WESTON, JOHN LOMAS, Stockport, Chester, Publican. March 23. Coppock, Stockport

WOOD, WILLIAM, Milton next Sittingbourne, Kent, Brickmaker. March 11. Winch and Greensted, Sittingbourne

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SALE OF ENSUING WEEK.

Feb. 17.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, Feb. 7, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

GORDON.—Jan. 7, at 20, St. Paul's-road, Bradford, the wife of W. B. Gordon, solicitor, of a son.

MARRIAGES.

ELMES—FLETCHER.—Feb. 9, at St. Andrew's, Westminster, John James Elmes, of the Inner Temple, barrister-at-law, to Ida Ann, widow of the late William Frederick Hamilton Fletcher, of Clane, County Kildare.

MALLESON—PALGRAVE.—Feb. 7, at St. Margaret's, Westminster, Mortimer Drew Malleson, barrister-at-law, to Helen, daughter of Reginald F. D. Palgrave, of Speaker's Court, Palace of Westminster.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, Feb. 6, 1885.

RECEIVING ORDERS.

Boyce, William, Basinghall st, Manufacturer. High Court. Pet Feb 4. Ord Feb 4. Exam Mar 11 at 11 at 34, Lincoln's inn fields

Braden, David, Newcastle on Tyne, Hat Maker. Newcastle on Tyne. Pet Feb 3. Ord Feb 3. Exam Feb 12

Brown, Andrew, Lausanne rd, Peckham, Draper. High Court. Pet Dec 18. Ord Feb 3. Mar 18 at 11 at 34, Lincoln's inn fields

Bull, Henry, Redruth, Cornwall, Tailor. Truro. Pet Feb 2. Ord Feb 2. Exam Feb 19 at 11

Busfield, James, Undercliffe, nr Bradford, Insurance Agent. Bradford. Pet Feb 3. Ord Feb 4. Exam Feb 20 at 12

Case, James, Skelmersdale, Lancashire, Baker. Liverpool. Pet Feb 2. Ord Feb 2. Exam Feb 16 at 12 at Court House, Government bldgs, Victoria st, Liverpool

Christmas, Thomas Vale, Basildon, Essex, Farmer. Chelmsford. Pet Feb 2. Ord Feb 2. Exam Mar 9

Clifton, John Talbot, Freckleton, Lancashire, Innkeeper. Preston. Pet Feb 2. Ord Feb 2. Exam Feb 27

Cooper, —, and — Barrow, Dante rd, Newington Butts, Builders. High Court. Pet Jan 9. Ord Feb 3. Exam Mar 18 at 11 at 34, Lincoln's inn fields

Farbon, William, West Ashby, Lincolnshire, Grocer. Lincoln. Pet Jan 29. Ord Feb 3. Exam Feb 16 at 12

Gibbins, George, Stoke Prior, Worcestershire, Pump Maker. Worcester. Pet Feb 3. Ord Feb 3. Exam Feb 17 at 11.30

Harris, William Sampson, London rd, Southwark, Tailor. High Court. Pet Jan 27. Ord Feb 3. Exam Mar 13 at 11 at 34, Lincoln's inn fields

Harrison, Abraham, New Mills, Derbyshire, Grocer. Stockport. Pet Jan 31. Ord Jan 31. Exam Mar 6 at 12

Hey, John, Batley, Yorkshire, Innkeeper. Dewsbury. Pet Feb 4. Ord Feb 4. Exam Feb 17

Hirst, Joseph, Leeds, Ironmonger. Leeds. Pet Feb 2. Ord Feb 2. Exam Feb 17 at 11

Holley, Henry Smith, Wellington st, Strand, Architect. High Court. Pet Jan 15. Ord Pet Feb 4. Exam March 13 at 11 at 34, Lincoln's inn fields

Houlgate, Thomas, York, Pig Dealer. York. Pet Feb 3. Ord Feb 3. Exam Feb 27 at 11

Jordan, Alfred, Willenhall, Staffordshire, Grocer. Wolverhampton. Pet Feb 2. Ord Feb 2. Exam Feb 23

Kershaw, John George, Huddersfield, Wine Merchant. Huddersfield. Pet Feb 4. Ord Feb 4. Exam Feb 27 at 10

Kinsley, Thomas James, Gaisford st, Kentish Town rd, Solicitor's Clerk. High Court. Pet Feb 2. Ord Feb 2. Exam March 12 at 11 at 34, Lincoln's inn fields

Lane, Walter, Newark upon Trent, Nottinghamshire, Ironmonger. Nottingham. Pet Feb 3. Ord Feb 3. Exam March 17

Laverick, George, North Shields, Northumberland, Confectioner. Newcastle on Tyne. Pet Feb 2. Ord Feb 2. Exam Feb 10

Lickley, Jane, Kendal, Westmoreland, Innkeeper. Kendal. Pet Jan 28. Ord Feb 4

Lowder, Alfred Joseph, Wolverhampton, Glass Dealer. Wolverhampton. Pet Feb 3. Ord Feb 3. Exam Feb 23

Lupton, John, Eccles, Lancashire, Salesman. Salford. Pet Feb 3. Ord Feb 3. Exam Feb 18 at 11

Maxwell, John, Crewe, Cheshire, Builder. Nantwich and Crewe. Pet Feb 2. Ord Feb 2. Exam Feb 17 at 12.30 at Nantwich

Millington, Thomas Alexander, Commercial st, Lead Merchant. High Court. Pet Feb 2. Ord Feb 2. Exam March 12 at 11 at 34, Lincoln's inn fields

Moore, A., address unknown. High Court. Pet Jan 19. Ord Jan 30. Exam March 12 at 11 at 34, Lincoln's inn fields

Nevens, Thomas, Blyth, Northumberland, Innkeeper. Newcastle on Tyne. Pet Feb 4. Ord Feb 4. Exam Feb 12

Nixon, James, Lowestoft, Suffolk, Fishing Boat Owner. Great Yarmouth. Pet Feb 4. Ord Feb 4. Exam March 2 at 2.30 at Townhall, Great Yarmouth

Pornall, Ann Pope, Bristol, Harness Manufacturer. Bristol. Pet Jan 30. Ord Jan 30. Exam Feb 25 at 12 at Guildhall, Bristol

Popple, Robert Wetwang, Wharf rd, City rd, Timber Merchant. High Court. Pet Feb 3. Ord Feb 3. Exam March 12 at 11 at 34, Lincoln's inn fields

Riley, John Joseph, Oldham, Lancashire, Cotton Spinner. Oldham. Pet Feb 3. Ord Feb 3. Exam Feb 17 at 12.30

Roberts, George, Wales, Yorkshire, Fine Art Collector. Sheffield. Pet Feb 3. Ord Feb 3. Exam Feb 26 at 11.30

Snee, James Richard, Maldon, Essex, Barge Owner. Chelmsford. Pet Feb 4. Ord Feb 4. Exam Feb 21

Stoll, Ellen, Runcorn, Cheshire, Tobacconist. Warrington. Pet Feb 3. Ord Feb 3. Exam Feb 16 at 3. County Court, Warrington

Strutt, Francis Samuel, St Leonard's on Sea, Fruiterer. Hastings. Pet Jan 19. Ord Feb 3. Exam March 9

Wednore, Eliza, Bristol, Grocer. Bristol. Pet Feb 4. Ord Feb 4. Exam Feb 25 at 12. Guildhall, Bristol

Winfield, John, and Henry Gillibrand Evered, Derby, Stove Grate Manufacturers. Derby. Pet Feb 2. Ord Feb 3. Exam Feb 21 at 10

Wood, David, Bingley, Yorkshire, Chemist. Bradford. Pet Feb 4. Ord Feb 4. Exam Feb 20 at 12

The following amended notice is substituted for that published in the London Gazette of Jan 30, 1885.

Gascoyne, George Frederick, Nottingham, Painter. Nottingham. Pet Jan 28. Ord Jan 28. Exam Feb 17

RECEIVING ORDER RESCINDED.

Hale, William Edmund Brand, Haymarket, Gent. High Court. Ord Dec 3. Rescind Feb 4

FIRST MEETINGS.

Barrell, Charles, Haydon's mews, Portobello rd, Notting Hill, Cab Proprietor. Feb 17 at 2. Bankruptcy bldgs, High Court of Justice, Portugal st

Braden, David, Newcastle on Tyne, Hat Manufacturer. Feb 14 at 12. Official Receiver, County chbrs, Newcastle on Tyne

Bull, Henry, Runcorn, Cornwall, Tailor. Feb 14 at 12. Official Receiver, Boscawen st, Truro

Case, James, Skelmersdale, Lancashire, Baker. Feb 16 at 3. Official Receiver, 35, Victoria st, Liverpool

Charles, William, Nottingham, Grocer. Feb 14 at 12. Official Receiver, Exchange walk, Nottingham

Clifton, John Talbot, Freckleton, Lancashire, Innkeeper. Feb 16 at 2.30. Official Receiver, Chapel st, Preston

Connolly, Patrick, Blackburn, Lancashire, Confectioner. Feb 13 at 3. County Court House, Blackburn

De Guerrico, Alberto A., address unknown, Consul-General to the Argentine Republic. Feb 17 at 11. Carey st, Lincoln's inn

Drinkhall, Robert, Redcar, Yorkshire, Pork Butcher. Feb 13 at 11. Official Receiver, Albert rd, Middlesborough

Farbon, William, West Ashby, Lincolnshire, Grocer. Feb 16 at 11. Official Receiver, St Benedict's sq, Lincoln

Fowler, Samuel, Healey, Batley, Yorkshire, Rag Merchant. Feb 14 at 10. Official Receiver, Bank chbrs, Batley

Gibbins, George, Stoke Prior, Worcestershire, Pump Maker. Feb 17 at 10.30. Official Receiver, Worcester

Halhead, William Beck, Kendal, Westmoreland, Plumber. Feb 21 at 12. Official Receiver, Stramongate, Kendal

Harrison, Abraham, New Mills, Derbyshire, Grocer. Feb 14 at 11.15. Official Receiver, Court house, Stockport

Houlgate, Thomas, York, Pig Dealer. Feb 17 at 12. Official Receiver, York

Humpherson, Edward, King's rd, Chelsea, Builder. Feb 17 at 11. Carey st, Lincoln's inn

Jordan, Alfred, Willenhall, Staffordshire, Grocer. Feb 16 at 11. Official Receiver, Wolverhampton

Knowles, Thomas, Bingley, Yorkshire, Farmer. Feb 13 at 11. Law Institute, Piccadilly, Bradford

Laverick, George, North Shields, Confectioner. Feb 14 at 11. Official Receiver, County chbrs, Newcastle on Tyne

Lickley, Jane, Kendal, Westmorland, Innkeeper. Feb 21 at 11. Official Receiver, 37, Stramongate, Kendal

Lowder, Alfred Joseph, Wolverhampton, Glass Dealer. Feb 17 at 10. Official Receiver, Wolverhampton

Nevens, Thomas, Waterloo, Northumberland, Innkeeper. Feb 16 at 11. Official Receiver, County chbrs, Newcastle on Tyne

Parnall, Ann Pope, Bristol, Harness Manufacturer. Feb 13 at 12.30. Official Receiver, Bank chbrs, Bristol

Parrish, James, Goswell rd, St Luke's, Iron Safe Manufacturer. Feb 16 at 11. Bankruptcy bldgs, Portugal st

Pink, George Edward, Weedington rd, Kentish Town, Grocer. Feb 17 at 11. Bankruptcy bldgs, Portugal st

Rickett, Samuel, Kirklington, Nottinghamshire, Joiner. Feb 13 at 2. Official Receiver, Exchange walk, Nottingham

Riley, John Joseph, Oldham, Lancashire, Cotton Spinner. Feb 16 at 3. Official Receiver, Priory chbrs, Union st, Oldham

Rooke, A. W., St Alban's pl, St James's. Feb 16 at 11. 33, Carey st, Lincoln's inn

Stoll, Ellen, Redruth, Cheshire, Tobacconist. Feb 18 at 2. Official Receiver, Cairo st, Warrington

Strutt, Francis Samuel, St Leonards on Sea, Fruiterer. Feb 16 at 2. Official Receiver, Townhall chbrs, Hastings

Winfield, John, and Henry Gillibrand Evered, Derby, Stove Grate Manufacturers. Feb 16 at 12. Official Receiver, St James's chbrs, Derby

Winn, John Dugald, Shooter's hill rd, Kent, Licensed Victualler. Feb 13 at 11. Official Receiver, Victoria st, Westminster

Wood, Jeremiah, Ilkley, Yorkshire, Quarry Owner. Feb 18 at 11. Law Institute, Piccadilly, Bradford

Wylie, Allan Carswell, Masbro' rd, Brook green, Hammersmith, Engineer. Feb 19 at 11. 33, Carey st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette of Feb. 3.

Gascoyne, George Frederick, Nottingham, Painter. Feb 13 at 12. Official Receiver, Exchange walk, Nottingham

ADJUDICATIONS.

Barwick, Joseph, Sudbury, Suffolk, Innkeeper. Colchester. Pet Jan 17. Ord Feb 3

Blench, Thomas Wilkinson, Stockton on Tees, Hotel Keeper. Stockton on Tees and Middlesborough. Pet Jan 15. Ord Feb 4

Bonney, Edward James, Gorleston, Suffolk, Fishing Boat Owner. Gt Yarmouth. Pet Jan 17. Ord Feb 2

Brassington, William, Crewe, Cheshire, Grocer. Nantwich and Crewe. Pet Jan 10. Ord Jan 14

Brind, William Henry, St Leonards on Sea, Lieutenant-Colonel. Hastings. Pet Dec 3. Ord Feb 2

Brightmore, Thomas, East Ham, Essex, Builder. High Court. Pet Nov 13. Ord Feb 2

Busfield, James, Undercliffe, nr Bradford, Insurance Agent. Bradford. Pet Feb 3. Ord Feb 4

Case, James, Skelmersdale, Lancashire, Baker. Liverpool. Pet Feb 2. Ord Feb 2

Challand, John Henry, Bingham, Nottinghamshire, Auctioneer. Nottingham. Pet Jan 17. Ord Feb 3

Charles, William, Nottingham, Grocer. Nottingham. Pet Jan 31. Ord Feb 3

Connolly, Patrick, Blackburn, Lancashire, Confectioner. Blackburn. Pet Jan 17. Ord Feb 2

Corner, Thomas, East Ackam, Yorkshire, Grocer. Scarborough. Pet Jan 15. Ord Jan 30

Cubitt, B, New Oxford st, Clothier. High Court. Pet Nov 27. Ord Feb 2

Davies, Thomas, Anfield, nr Liverpool, Builder. Liverpool. Pet Dec 20. Ord Feb 4

Dix, James, Cheltenham, China Dealer. Cheltenham. Pet Jan 27. Ord Jan 30

Farbon, William, West Ashby, Lancashire, Grocer. Lincoln. Pet Jan 29. Ord Feb 3

Fenwick, Frederick Bell, Newcastle on Tyne, Solicitor. Newcastle on Tyne. Pet Dec 22. Ord Feb 4

Goolden, Charles, Black Horse rd, Deptford, Oil Merchant. Greenwich. Pet Jan 7. Ord Feb 4

Halhead, William Beck, Kendal, Westmoreland, Plumber. Kendal. Pet Jan 30. Ord Feb 4

Harris, David William, Bristol, Tailor. Bristol. Pet Jan 8. Ord Feb 4

Harris, John, Willington, Durham, Grocer. Durham. Pet Dec 30. Ord Jan 29

Harris, Thomas Henry, Bristol, out of business. Bristol. Pet Jan 8. Ord Feb 4

Hedley, John Hobson, Sutton, Surrey, Ship Broker. High Court. Pet Nov 25. Ord Feb 2

Hislop, Edward, and Thomas Watson Mackwood, Seething lane, Merchants. High Court. Pet Dec 17. Ord Feb 2

Jordan, Alfred, Willenhall, Staffordshire, Grocer. Wolverhampton. Pet Feb 2. Ord Feb 3

Laverick, George, North Shields, Confectioner. Newcastle on Tyne. Pet Feb 2. Ord Feb 4

Lickley, Jane, Kendal, Westmorland, Innkeeper. Kendal. Pet Jan 28. Ord Feb 4

Lupton, John, Eccles, Lancashire, Salesman. Salford. Pet Feb 3. Ord Feb 3

Mitchell, Edward, Bow Churchyard, Tailor. High Court. Pet Dec 18. Ord Feb 2

Moore, A, address unknown. High Court. Pet Jan 19. Ord Jan 13

Norman, William, Lowestoft, Suffolk, Fishing Boat Owner. Great Yarmouth. Pet Jan 17. Ord Feb 2

Pink, George Edward, Weedington rd, Kentish Town, Grocer. High Court. Pet Jan 15. Ord Feb 3

Rainford, William James, Frankwell, Shrewsbury, Grocer. Shrewsbury. Pet Jan 19. Ord Feb 3

Rider, George, Cambridge rd, Bethnal Green, Cabinet Maker. High Court. Pet Jan 10. Ord Feb 3

Riley, John Joseph, Oldham, Lancashire, Cotton Spinner. Oldham. Pet Feb 3. Ord Feb 3

Snee, James Richard, Maldon, Essex, Barge Owner. Chelmsford. Pet Feb 4 Ord Feb 4

Smith, Edward, Walsall, Staffordshire, Beer Retailer. Walsall. Pet Jan 29. Ord Feb 2
Stiles, Bradford, Ollerton, Nottinghamshire, Surgeon. Sheffield. Pet Dec 3. Ord Feb 4
Stoll, Ellen, Runcorn, Cheshire, Tobacconist. Warrington. Pet Feb 3. Ord Feb 3
Tyler, Thomas, Sheffield, Mason. Sheffield. Pet Jan 2. Ord Feb 4
Waters, Samuel, jun, Walworth rd, Confectioner. High Court. Pet Sept 27. Ord Feb 3
Watkinson, Asa, Harders rd, Peckham. High Court. Pet Oct 24. Ord Feb 2
White, Thomas, Swansea, Builder. Swansea. Pet Jan 12. Ord Feb 3
Wright, William Daniel, Sedgley, Staffordshire, Corn Factor. Dudley. Pet Jan 16. Ord Jan 16

ADJUDICATION ANNULLED.

Lovack, David, Bledington, near Stow on the Wold, Gloucestershire, out of business. Cheltenham. Adjud Dec 17. Annul Jan 30

TUESDAY, Feb. 10, 1885.

RECEIVING ORDERS.

Attfield, Ernest, Croydon grove, West Croydon, Auctioneer's Clerk. Croydon. Pet Oct 24. Ord Feb 6. Exam Mar 6
Bagness, J., Sunninghill, Berkshire, Boot Manufacturer. Kingston, Surrey. Pet Sept 25. Ord Feb 6. Exam Mar 6 at 4
Barrand, Walter, Bradford, Yorkshire, Contractor. Bradford. Pet Feb 7. Ord Feb 7. Exam Feb 24 at 12
Beddow, Henry, Swansea, Boot Maker. Swansea. Pet Feb 7. Ord Feb 7. Exam Feb 19
Biggs, Henry, Luton, Bedfordshire, Bleacher. Luton. Pet Feb 3. Ord Feb 5. Exam Feb 26 at 1 at Court house, Luton
Black, David, Carlisle, Innkeeper. Carlisle. Pet Feb 5. Ord Feb 5. Exam Feb 19 at 11 at Court house
Blackburn, Elizabeth, Preston, Lancashire, Draper. Preston. Pet Feb 7. Ord Feb 7. Exam Feb 27
Bramley, John, Newcastle on Tyne, out of business. Newcastle on Tyne. Pet Jan 21. Ord Feb 5. Exam Feb 12
Broad, George Henry, Rye lane, Peckham, Baker. High Court. Pet Feb 6. Ord Feb 6. Exam Mar 18 at 11 at 34, Lincoln's inn fields
Brown, Robert, Nelson, Lancashire, Butcher. Burnley. Pet Feb 4. Ord Feb 4. Exam Feb 26
Cutforth, Edwin, Chalfont St Peter's, Buckinghamshire, Draper. Windsor. Pet Jan 29. Ord Feb 7. Exam Feb 28 at 11
Dufour, Jean Marie Charles, South grove, Peckham Rye, Caterer. High Court. Pet Feb 5. Ord Feb 5. Exam Mar 13 at 11 at 34, Lincoln's inn fields
England, John, Snaith, Yorkshire, out of business. Wakefield. Pet Feb 6. Ord Feb 6. Exam Mar 5
Farns, John, Ightham, Kent, Baker. Tonbridge Wells. Pet Feb 6. Ord Feb 6. Exam Mar 5 at 1
Flint, John, Lewisham, Kent, Builder. Greenwich. Pet Dec 30. Ord Feb 6. Exam Mar 6 at 1
Gosschalk, George, Liverpool, Toy Dealer. Liverpool. Pet Feb 6. Ord Feb 6. Exam Feb 19 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Green, Thomas, Carlisle, Cotton Carder. Carlisle. Pet Feb 7. Ord Feb 7. Exam Feb 23 at 11 at Court house, Carlisle
Grove, William, jun, Maesteg, Glamorganshire, Draper. Cardiff. Pet Feb 5. Ord Feb 7. Exam Mar 13 at 2
Holt, John, Bradford, Yorkshire, Insurance Agent. Bradford. Pet Feb 4. Ord Feb 5. Exam Feb 24 at 12
Huggins, Henry Thomas, New Barnet, Hertfordshire, Seed Merchant. High Court. Pet Feb 2. Ord Feb 5. Exam Mar 13 at 11 at 34, Lincoln's inn fields
Jaquiss, Samuel, West Bromwich, Staffordshire, Fitter. Oldbury. Pet Feb 5. Ord Feb 5. Exam Feb 17
Johnson, Frederick, Ibstock, Leicestershire, Grocer. Leicester. Pet Jan 31. Ord Feb 5. Exam Mar 4 at 10
Kent, John, Felpham, nr Bognor, out of business. Brighton. Pet Feb 5. Ord Feb 5. Exam Feb 26 at 12
Lees, Thomas, Sheffield, Joiner. Sheffield. Pet Feb 4. Ord Feb 5. Exam Feb 26 at 11.30
Linney, William, Southwell, Nottinghamshire, Farmer. Nottingham. Pet Feb 6. Ord Feb 6. Exam Mar 17
Malgarini, F., Cannon st, Director of Companies. High Court. Pet Nov 14. Ord Feb 6. Exam Mar 13 at 11.30 at 34, Lincoln's inn fields
McNaught, William, George Edgar Hope Pearse, and Herbert George Middleton, Crosby sq, Merchants. High Court. Pet Dec 22. Ord Feb 6. Exam Mar 13 at 11.30 at 34, Lincoln's inn fields
Morgan, David, Sevenoaks, Stone Quarryman. Tonbridge Wells. Pet Feb 6. Ord Feb 7. Exam Mar 5 at 1
Naylor, Frederick Conrad Taite, Huddersfield, Solicitor. Huddersfield. Pet Feb 6. Ord Feb 6. Exam Mar 3 at 10
Newton, George John, Nottingham, Lace Manufacturer. Nottingham. Pet Feb 5. Ord Feb 5. Exam Mar 17
Parker, Thomas, Newcastle on Tyne, Merchant. Newcastle on Tyne. Pet Feb 7. Ord Feb 7. Exam Feb 17
Parnell, James Bush, Sandown, I.W., Hotel Keeper. Newport and Ryde. Pet Feb 5. Ord Feb 5. Exam Mar 4 at 10 at Townhall, Ryde
Paxton, Thomas Henry, Northampton, Shoe Manufacturer. Northampton. Pet Feb 6. Ord Feb 6. Exam March 4
Pearce, John, Nottingham, Box Maker. Nottingham. Pet Feb 7. Ord Feb 7. Exam March 17
Pinder, Charles, Bolton, Lancashire, Watchmaker. Bolton. Pet Feb 5. Ord Feb 5. Exam Feb 25 at 11
Portsmouth, Albert, Basingstoke, Manure Merchant. Winchester. Pet Feb 7. Ord Feb 7. Exam March 11
Riley, John, Riley, General Barnsley, Smallware Dealer. Barnsley. Pet Feb 5. Ord Feb 5. Exam Feb 19
Rippington, Henry, Marston, Oxfordshire, Farmer. Oxford. Pet Feb 3. Ord Feb 3. Exam Mar 5 at 12
Robertson, Andrew Ross, Calthorpe st, Gray's inn rd, Agent. High Court. Pet Feb 7. Ord Feb 7. Exam Mar 10 at 11.30 at 34, Lincoln's inn fields
Sedger, Horace, Cambridge, Gent. Cambridge. Pet Sept 27. Ord Feb 7. Exam Feb 18 at 2
Smith, Thomas, and Norman Smith, Basford, Staffordshire, Earthenware Manufacturers. Hanley, Burslem, and Tunstall. Pet Feb 3. Ord Feb 3. Exam Feb 27 at 11 at Townhall, Hanley
Sutton, James, Bollin Fee, Cheshire, Licensed Victualler. Manchester. Pet Feb 4. Ord Feb 4. Exam Feb 17 at 12.30
Taylor, George, Cheltenham, Builder. Cheltenham. Pet Feb 7. Ord Feb 7. Exam Mar 6 at 12
Tippetts, William, Birmingham, Provision Merchant. Birmingham. Pet Feb 7. Ord Feb 7. Exam Mar 3 at 2
Townsend, Theodore Elliott, Brighton, out of business. Brighton. Pet Dec 8. Ord Feb 3. Exam Feb 26 at 12
Tyrrell, Charles, Ettington, Warwickshire, Farmer. Warwick. Pet Feb 5. Ord Feb 5. Exam Mar 17
Walters, William, Nottingham, Clerk. Nottingham. Pet Feb 7. Ord Feb 7. Exam Mar 17
Weaver, George, Boscombe, nr Bournemouth, Builder. Poole. Pet Feb 5. Ord Feb 7. Exam Mar 4 at 2.30 at Townhall, Poole
Yarwood, George, Nottingham, General Dealer. Nottingham. Pet Feb 6. Ord Feb 6. Exam Mar 17

FIRST MEETINGS.

Adams, Arthur Sinclair, Upper Thames st, Clerk. Feb 19 at 2. 33, Carey st, Lincoln's inn
Beddow, Henry, Swansea, Bootmaker. Feb 21 at 11. 6, Rutland st, Swansea
Bertram, Edward Ethelbert, Gt James st, Bedford row, Agent. Feb 19 at 11, 33, Carey st, Lincoln's inn
Biggs, Henry, Luton, Beds, Bleacher. Feb 19 at 11. The George Hotel, Luton, Beds
Black, David, Carlisle, Innkeeper. Feb 19 at 12, 34, Fisher st, Carlisle
Bramley, John, Newcastle on Tyne, out of business. Mar 3 at 2. Official Receiver, County chbrs, Newcastle on Tyne
Brown, Robert, Nelson, Lancashire, Butcher. Feb 18 at 3. Exchange Hotel, Nicholas st, Burnley
Buncombe, William, St Saviour's rd, Brixton Rise, Skirt Manufacturer. Feb 17 at 12.30. Bankruptcy bldgs, Portugal st, Lincoln's inn
Busfield, James, Undercliffe, nr Bradford, Insurance Agent. Feb 18 at 4. Official Receiver, Ivegate chbrs, Bradford
Carlton, Thomas Spencer, High Holborn, Music Hall Manager. Feb 19 at 12. 33, Carey st, Lincoln's inn
Comley, Edwin, Hoxton sq, Brush Manufacturer. Feb 20 at 12. 33, Carey st, Lincoln's inn
Dale, Charles, Northampton, Baker. Feb 18 at 12. County Court bldgs, Northampton
Dudin, John, jun, Wallington, Surrey, no occupation. Feb 17 at 3. Official Receiver, 109, Victoria st, Westminster
England, John, Snaith, Yorkshire, out of business. Feb 19 at 11.30. Red Lion Hotel, Pontefract
Greeves, Frank Sparkes, Union st, Borough, Licensed Victualler. Feb 19 at 12. 33, Carey st, Lincoln's
Grime, George Atkinson, Keal Cotes, Lincolnshire, Farmer. Feb 18 at 1. Official Receiver, 48, High st, Boston
Holt, John, Bradford, Insurance Agent. Feb 19 at 11. Official Receiver, Ivegate chbrs, Bradford
Hughes, Henry, Plaistow, Essex, Builder. Feb 17 at 2. 33, Carey st, Lincoln's inn
Jaquiss, Samuel, West Bromwich, Staffordshire, Fitter. Feb 17 at 11. The Court House, Oldbury
Johnson, Frederick, Ibstock, Leicestershire, Grocer. Feb 19 at 12.30. 28, Friar lane, Leicester
Kent, John, Felpham, near Bognor, out of business. Feb 18 at 12. Official Receiver, 59, Bond st, Brighton
Kershaw, John George, Huddersfield, Wine Merchant. Feb 18 at 11. Official Receiver, New st, Huddersfield
Lee, Richard, Birkenhead, Shipsmith. Feb 19 at 2. Official Receiver, 35, Victoria st, Liverpool
Lees, Thomas, Sheffield, Joiner. Feb 18 at 3. Official Receiver, Figtree lane, Sheffield
Lupton, , Eccles, Lancashire, Salesman. Feb 18 at 11.30. The Court House, Encombe place, Salford
Maxwell, John, Crewe, Cheshire, Builder. Feb 17 at 4. Royal Hotel, Crewe
Murphy, James, Plough Bridge, Rotherhithe, Rope Dealer. Feb 17 at 12. 33, Carey st, Lincoln's inn
Naylor, Frederick Conrad Taite, Huddersfield, Solicitor. Feb 20 at 11. Official Receiver, New st, Huddersfield
Nixon, James, Kirkley, Lowestoft, Fishing Boat Owner. Feb 17 at 2.30. Suffolk Hotel, Lowestoft
Parker, Thomas, Newcastle on Tyne, Merchant. Feb 21 at 11. Official Receiver, County chmbrs, Newcastle on Tyne
Parnell, James Bush, Sandown, Isle of Wight, Hotel Keeper. Feb 20 at 2. Chamber of Commerce, 145, Cheapside, London
Pinder, Charles, Bolton, Lancashire, Watchmaker. Feb 19 at 11. 16, Wood st, Bolton
Raven, William Hardy, Regent st, Hatter. Feb 20 at 2. 33, Carey st, Lincoln's inn
Ritchie, Oliver, Stanbury rd, Queen's rd, Peckham, Baker. Feb 20 at 11. 33, Carey st, Lincoln's inn
Richardson, Horace, and Joseph Webster, Borough High st, Southwark, Hop Merchants. Feb 20 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Riley, John, Barnsley, Yorkshire, General Smallware Dealer. Feb 18 at 11. County Court Hall, Barnsley
Rippington, Henry, Marston, Oxfordshire, Farmer. Feb 25 at 3. Official Receiver, 1, St Aldate st, Oxford
Roberts, George, Wales, Yorkshire, Fine Art Collector. Feb 18 at 2. Official Receiver, Figtree lane, Sheffield
Shaw, Charles Eli, Dewsbury, Yorkshire, Hotel Keeper. Feb 17 at 10. Official Receiver, Batley
Smith, Thomas, and Norman Smith, Hanley, Staffordshire, Earthenware Manufacturers. Feb 19 and 2.30. Official Receiver, Nelson pl, Newcastle under Lyne
Sutton, James, Bollin Fee, Cheshire, Licensed Victualler. Feb 17 at 3. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Thompson, David, Holloway rd, Boot Maker. Feb 19 at 1. Bankruptcy bldgs, Portugal st, Lincolns inn fields
Townsend, Theodore Elliott, Brighton, out of business. Feb 17 at 2.30. Official Receiver, 59, Bond st, Brighton
Wedmore, Eliza, Bristol, Grocer. Feb 18 at 12.30. Official Receiver, Bank chmbrs, Bristol
Winkley, Charles Adolphus, and Henry Vivian Davies, Great St Helens, General Merchants. Feb 19 at 2. 33, Carey st, Lincoln's inn
Wood, David, Bingley, Yorkshire, Chemist. Feb 18 at 3. Official Receiver, Ivegate chmbrs, Bradford
Woolridge, Frederick, Jackfield, Salop, Tile Maker. Mar 18 at 11.45. County Court Offices, Madeley

The following amended notices are substituted for those published in the London Gazette of Feb 6, 1885.

Bull, Henry, Redruth, Cornwall, Tailor. Feb 14 at 12. Official Receiver, Boscawen st, Truro
Stoll, Ellen, Runcorn, Cheshire, Tobacconist. Feb 18 at 2. Official Receiver, 2, Cairo st, Warrington

ADJUDICATIONS.

Abraham, John George, Sparsholt, nr Wantage, Farmer. Oxford. Pet Dec 20. Ord Feb 7
Amer, Joseph, Birkenhead, Cheshire, Butcher. Liverpool. Pet Dec 23. Ord Feb 6
Barrand, Walter, Bradford, Yorkshire, Contractor. Bradford. Pet Feb 7. Ord Feb 7
Beardsell, Brook, Brookholes, nr Huddersfield. Woollen Cloth Manufacturer. Huddersfield. Pet July 29. Ord Feb 7
Blyth, Alfred, address unknown, out of business. High Court. Pet Sept 30, Ord Feb 5
Cutforth, Edwin, Chalfont St. Peters, Buckinghamshire, Draper. Windsor. Pet Jan 29. Ord Feb 7
Dutton, Ralph, Liverpool, Confectioner. Liverpool. Pet Jan 14. Ord Feb 5
Farage, Daniel Savory, Horsham, Sussex, Boot Factor. Brighton. Pet Jan 22. Ord Feb 6

Farns, John, Ightham, Kent, Baker. Tonbridge Wells. Pet Feb 6. Ord Feb 6
Fowler, Samuel, Batley, Yorkshire, Rag Merchant. Dewsbury. Pet Jan 29 Ord Feb 5
Gosschalk, George, Liverpool, Toy Dealer. Liverpool. Pet Feb 6. Ord Feb 6
Hanson, John William, Huddersfield, Commission Agent. Huddersfield. Pet Jan 23. Ord Feb 7
Jackson, Joseph Elmitt, Gosberton, Lincolnshire, Draper. Peterborough. Pet Jan 21. Ord Feb 6
Jacquiss, Samuel, West Bromwich, Staffordshire, Fitter. Oldbury. Pet Feb 5. Ord Feb 7
Jones, John William, Blaenau Festiniog, Merionethshire, Grocer. Bangor. Pet Jan 23. Ord Feb 7
Kennard, Dan Bentley, Margate, China Dealer. Canterbury. Pet Jan 21. Ord Feb 6
Kent, John, Felpham, nr Bognor, out of business. Brighton. Pet Feb 5. Ord Feb 5
Leoffeler, Albert, Bishopsgate st Without, Boot Manufacturer. High Court. Pet Jan 1. Ord Feb 6
Marriott, John Rippin, Thrapston, Northamptonshire, Coal Merchant. Northampton. Pet Jan 6. Ord Feb 7
Millward, John, Liverpool, Waste Paper Merchant. Liverpool. Pet Dec 24. Ord Feb 6
Morris, Louis, Theobald's rd, Cigar Dealer. High Court. Pet Dec 2. Ord Feb 4
Naylor, Frederick Conrad Taite, Huddersfield, Solicitor. Huddersfield. Pet Feb 6. Ord Feb 6
Olive, John, Croydon, Carpenter. Croydon. Pet Jan 26. Ord Feb 5
Page, Samuel, London rd, Croydon, Butcher. Croydon. Pet Jan 12. Ord Feb 7
Paxton, Thomas Henry, Northampton, Shoemaker. Northampton. Pet Feb 6. Ord Feb 6
Platt, Frank, Margaret st, Cavendish sq, Gent. High Court. Pet Apr 2. Ord Feb 6
Rogers, John, New Norfolk st, Shoreditch, Veneer Cutter. High Court. Pet Nov 27. Ord Feb 6
Rushworth, John, Liverpool, Milliner. Liverpool. Pet Jan 22. Ord Feb 5
Simmonds, Philip Stephen, Northampton sq, Goswell rd, out of business. High Court. Pet Oct 11. Ord Feb 5
Sinclair, John Archibald, Brighton, Dentist. Brighton. Pet Jan 23. Ord Feb 7
Sinclair, Robert, Gt Grimsby, Smack Owner. Gt Grimsby. Pet Dec 22. Ord Dec 29
Smith, Thomas, and Norman Smith, Hanley, Staffordshire, Earthenware Makers. Hanley, Burslem, and Tunstall. Pet Feb 5. Ord Feb 5
Stam, Louis, Liverpool, Glazier. Liverpool. Pet Jan 16. Ord Feb 5
Taylor, Thomas, Watling st, Commission Agent. High Court. Pet Jan 12. Ord Feb 5
Trillatt, Francis, Charing Cross, Licensed Victualler. High Court. Pet Dec 19. Ord Feb 5
Wadham, Samuel Thomas, Kildare gdns, Bayswater, Railway Clerk. High Court. Pet Jan 1. Ord Feb 6
Webber, Edward Chichester Incledon, Braunton, Devonshire, Gent. Barnstaple. Pet Jan 23. Ord Feb 4
Wood, David, Bingley, Yorkshire, Chemist. Bradford. Pet Feb 4. Ord Feb 5

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